Perlego

Order Form

Primary Contact Information (Account Holder)

First Name	Marco	*First name of account holder*
Last Name	Alderighi	*Second name of account holder*
Phone Number	███████	*Phone number including country code*
Email Address	███████	*Email address of account holder*
Role	Direttore Dipartimento SEP	*Title of account holder e.g. Head of L&D.*

Billing Contact Information

First Name	Alessia	*First name of purchasing individual*
Last Name	Silvetti	*Second name of purchasing individual*
Phone Number	███████	*Phone number including country code*
Email Address	███████	*Email address of purchasing individual*
Role	███████	*Title of purchasing individual e.g. purchasing manager.*

Customer Information

Customer Name	**Universitá della Valle d'Aosta**	*Name of the Customer the purchaser is operating on behalf of*
Company Register Number	TAX IDENTIFICATION NUMBER 91041130070	*Number of the Customer on the local register e.g. 10155026*
Registered Business Address	STRADA CAPPUCCINI 2A-11100 AOSTA, ITALY	*Registered address of the company*
Registered Billing Address		*Only complete if registered billing address is different to your registered business address*
VAT Number (if applicable)	01040890079	*VAT number of registered organisation, enter N/A if not VAT registered*

Perlego Order Information:

Number of User Subscriptions Required	100	*Number of Subscriptions required from Perlego (one Subscription can only be used by one user at a time).*
Primary Country of Use	Italy	*Country the Subscriptions will be used primarily in*
Invoicing Frequency	100% of the invoice to be paid within 14 days from start date	*Annual invoice up front or monthly invoice following request.*
Start Date	17th November 2023	*Start date of Perlego agreement, please allow 10 days from date of payment received*
Initial Subscription Term	12 months	*The duration of the initial term of the contract*
Individual User Subscription price per year.	€80	*Subscription price of an individual end user account, for the first 12 months.*
Total Subscription Fees	€8,000	*Individual User Subscription price * Number of User Subscriptions Required*
Additional set-up fees	€0	*e.g. fee for the creation of the accounts.*
Total Charges (excl. VAT and bank charges)	€8,000	*Number of Subscriptions * Individual Subscription Price, inclusive of any additional set-up fees*
Total Charges (excluding bank charges)	**€8,000**	*Number of Subscriptions * Individual Subscription Price, inclusive of any additional set-up fees and VAT (if applicable)*

Perlego Information

Contact Person	**Alberta Fumagalli**	*Perlego point of contact*
Company Name	Perlego Ltd	*Name of the Vendor the purchaser is operating on behalf of*
Company Register Number	Company 10155026	*Number of the Vendor on the local register e.g. 10155026*
Registered Business & Billing Address	138 Holborn, London EC1N 2SW	*Registered and Billing address of the company*

VAT Number (if applicable)	VAT 246681777	*VAT number of registered organisation, enter N/A if not VAT registered*

Additional information

Please read this Order Form and our Terms and Conditions carefully before proceeding. Our Agreement consists of this Order Form, the Perlego Terms and Conditions and the other documents incorporated into this Agreement as described in the Perlego Terms of Service. By executing this Order Form you accept this Agreement on behalf of the Customer indicated in this Order Form as a legally binding contract with Perlego (as defined in the Terms and Conditions)

<u>Signatures</u>

Signed by Alberta Fumagalli
for and on behalf of Perlego

……………………………….
Business Development Manager
……………………………
Date

Signed by
for and on behalf of **Universitá della Valle d'Aosta**

……………………………….

………………………...
Date

Perlego Terms and Conditions

[1]   Interpretation

[1.1]   The definitions and rules of interpretation in this clause apply in this agreement.

1   **Authorised Users**: Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

2   **Business Day**: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

3   **Confidential Information**: information that is proprietary or confidential and clearly labelled as such or identified as Confidential Information or would reasonably be considered to be confidential in the circumstances of its disclosure.

4   **Controller, processor, data subject, personal data, personal data breach, processing** and **appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

5   **Customer:** the organisation defined as Customer in the Order Form.

6   **Customer Data**: the data inputted by the Customer, Authorised Users, or Perlego on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, data visible by means of the Subscription Manager, and Usage Data.

7   **Data Protection Legislation**: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

8   **Documentation**: the document made available to the Customer by Perlego which sets out a description of the Services and the user instructions for the Services.

9   **eContent:** digital versions of certain ebooks and/or other content and certain proprietary electronic resources, to which access is made available by means of the Services.

10   **Initial Subscription Term**: the initial term of this agreement as set out in the Order Form.

11   **Subscription Manager:** a dashboard user interface provided as part of the Services, by means of which Customer can view details of Authorised Users' interactions with eContent.

12   **Normal Business Hours**: 09.00 to 17.00 pm local UK time, each Business Day.

13   **Order Form:** the Perlego Order Form to which these Terms and Conditions are appended.

14   **Perlego:** Perlego Ltd (company number: 10155026) whose registered office is at 2 Eastbourne Terrace, London, W2 6LG.

15   **Renewal Period**: the period described in clause 14.1.

16   **Services**: the access to eContent and the Subscription Manager via the subscription services provided by Perlego to the Customer under this agreement by means of *www.perlego.com* or any other website notified to the Customer by Perlego from time to time, as more particularly described in the Documentation.

17   **Start Date**: the date specified in the Order Form.

18 **Set-up Fee:** a one-off charge for set-up of the Services, as specified in the Order Form.

19 **Software**: the online software applications provided by Perlego as part of the Services, including the Perlego eReader software and its digital rights management contents and software code.

20 **Subscription Fees**: the subscription fees payable by the Customer to Perlego for the User Subscriptions, as set out in the Order Form, being the number of User Subscriptions multiplied by the individual User Subscription price.

21 **Subscription Term**: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

22 **this Agreement**: these Terms and Conditions, the Order Form, and the documents incorporated by reference into them.

23 **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

24 **Usage Data:** data regarding Authorised Users' use of the Services;

25 **User Subscriptions**: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

[1.2] A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

[1.3] A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

[1.4] A reference to writing or written includes e-mail.

[1.5] Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

[1.6] In the case of conflict or ambiguity between any provision contained in the body of this Subscription and any provision contained in the Order Form, the provision in the Order Form of this Subscription shall take precedence.

[1.7] A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

[2]   User subscriptions

[2.1]   Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.2 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Perlego hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant subSubscriptions, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

[2.2]   In relation to the Authorised Users, the Customer undertakes that:

[a]   the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions specified in the Order Form or that it has purchased from time to time;

[b]   the Authorised Users will access eContent primarily from the territory specified in the Order Form as the Primary Country of Use;

[c]   it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

[d]   it will ensure that none of the Authorised Users makes any mass, automated or systematic extractions from the Services;

[e]   each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;

[f]   it shall ensure that the Authorised Users adhere to the requirements set out in this Agreement and the Perlego end user Terms of Use, and shall ensure that the Authorised Users confirm their acceptance to such Terms of Use in advance of accessing the Services;

[2.3]   The Customer shall not access, store, distribute or transmit any viruses or other malware, or any material during the course of its use of the Services that:

[a]   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

[b]   facilitates illegal activity;

[c]   depicts sexually explicit images;

[d]   promotes unlawful violence;

[e]   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

[f]   is otherwise illegal or causes damage or injury to any person or property;

and Perlego reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

[2.4]   The Customer shall not:

  [a]   attempt to access the eContent otherwise than by means of the Perlego eReader comprised in the Services;

  [b]   not to perform any actions in, with or upon the Software that are performed for the purpose of subverting digital rights management for eContent;

  [c]   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

    [i]   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

    [ii]   attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

  [d]   access all or any part of the Services, eContent and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

  [e]   use the Services, eContent and/or Documentation to provide services to third pes or otherwise make them available to third parties; or

  [f]   subject to clause 21.1, Subscription, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, eContent and/or Documentation available to any third party except the Authorised Users, or

  [g]   attempt to obtain, or assist third parties in obtaining, access to the Services, eContent and/or Documentation, other than as provided under this clause 2; and

[2.5]   The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, eContent and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Perlego.

[2.6]   The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any third party including any subsidiary or holding company of the Customer. For the avoidance of doubt, this does not affect the Customer's authority to grant access to the Services and the eContent to Authorised Users of the any such subsidiary or holding company.

[2.7]   In the event that the Services comprise access to a mobile application for viewing eContent, the Customer acknowledges that access to such application will require acceptance by Authorised Users of additional terms of use.

[3] Additional User Subscriptions

[3.1] Subject to clause 3.2, the Customer may, from time to time during the Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order Form and Perlego shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

[3.2] If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Perlego in writing. If Perlego approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Perlego's invoice, pay to Perlego the relevant fees for such additional User Subscriptions as set out in the Order Form or Addendum. If such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be charged at Perlego's standard monthly subscription term of €12 per person, per month from the date of activation by Perlego for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

[4] Services

[4.1] Perlego shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

[4.2] Perlego shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

    [a] planned maintenance carried out during the maintenance window outside Normal Business Hours; and

    [b] unscheduled maintenance performed outside Normal Business Hours, provided that Perlego has used reasonable endeavours to give the Customer notice in advance.

[4.3] Perlego will, as part of the Services, provide the Customer with Perlego's standard customer support services during Normal Business Hours in accordance with Perlego's standard support Services policy and processes in effect from time to time during the term of this Agreement..

[5] Changes to eContent

[5.1] The Customer acknowledges that Perlego may, at any time and with or without prior notice, remove eContent from the Services if the eContent is withdrawn by the relevant publisher or Perlego determines that, in its sole discretion, it does not possess the appropriate or necessary rights or for legal or regulatory reasons is no longer able to provide the Authorised Users with access to such eContent. In the event Perlego elects to remove any eContent from the Services, it will use reasonable endeavours to replace it with alternative similar content. Customer acknowledges that Authorised Users should be advised by the Customer to maintain back-up copies of any notes they may incorporate in order to personalise the Perlego experience in order to avoid these being lost in the event Perlego removes any eContent. Except where removal is required sooner to avoid a breach of law or infringement of

intellectual property rights, Perlego will use all reasonable endeavours to provide not less than 30 days advance notice of any planned removal of eContent.

[6]   Customer Data

[6.1]   Perlego shall follow its archiving procedures for Customer Data from time to time, as such document may be amended by Perlego in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Perlego shall be for Perlego to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Perlego in accordance with its archiving procedure. Perlego shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

[6.2]   Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

[6.3]   The parties acknowledge that:

[a]   to the extent that Perlego processes any personal data on the Customer's behalf for the purposes of displaying data in the Subscription Manager (such personal data in such circumstances being "Customer Personal Data"), the Customer is the data controller and Perlego is the data processor of any personal data in the Customer Data, for the purposes of the Data Protection Legislation.

[b]   except where Perlego processes personal data comprised in Customer Data for the purposes of displaying data in the Subscription Manager, Perlego is acting as a data controller in respect of any personal data comprised in Customer Data and notwithstanding any other provision of this Agreement, has the authority to determine the purposes, manner and means of the processing of such personal data;

[c]   the personal data may be transferred or stored by Perlego outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Perlego's other obligations under this agreement, provided that such transfer or storage is in accordance with applicable Data Protection Legislation.

[6.4]   Without prejudice to the generality of clause 6.2, Perlego shall, in relation to any Customer Personal Data:

[a]   process that personal data only on the documented written instructions of the Customer unless Perlego is required by the laws of any member of the European Union or by the laws of the European Union applicable to Perlego and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where Perlego is relying on Applicable Laws as the basis for processing personal data, Perlego shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Perlego from so notifying the Customer;

[b]   not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

   [i]   the Customer or Perlego has provided appropriate safeguards in relation to the transfer; and

   [ii] the data subject has enforceable rights and effective legal remedies;

[c]   assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

[d]   notify the Customer without undue delay on becoming aware of a personal data breach;

[e]   at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and

[f]   maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and immediately inform the Customer if, in the opinion of Perlego, an instruction infringes the Data Protection Legislation.

[6.5]   Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

[6.6]   The Customer shall ensure that Authorised Users have consented to the transfer to and from Perlego, and processing by Perlego, of the Customer Personal Data for the purposes of this Agreement.

[6.7]   The Customer consents to Perlego appointing as third-party processors of Customer Personal Data under this agreement those processors identified at https://www.perlego.com/privacy-policy#service-providers. Perlego confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 6. As between the Customer and Perlego, Perlego shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to clause 6.4.

[6.8]   Perlego may, at any time on not less than 30 days' notice, revise clause 6.4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

applicable certification scheme (which shall apply when replaced by attachment to this agreement).

[7] Perlego's obligations

[7.1] Perlego undertakes that the Services will be provided substantially in accordance with the Documentation.

[7.2] The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Perlego's instructions, or modification or alteration of the Services by any party other than Perlego or Perlego's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Perlego will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Perlego:

   [a] does not warrant that the Customer's use of the Services will be uninterrupted or error-free; that any level of eContent will be available for use by Authorised Users; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

   [b] is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third party communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

[7.3] This agreement shall not prevent Perlego from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

[8] Customer's obligations

The Customer shall:

   [a] provide Perlego with:

      [i] all necessary cooperation in relation to this agreement; and

      [ii] all necessary access to such information as may be required by Perlego; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

   [b] without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

   [c] carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner;

[d]   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

[e]   ensure that its network and systems comply with the relevant specifications provided by Perlego from time to time; and

[f]   be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Perlego's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

[9]   Charges and payment

[9.1]   The Customer shall pay the Subscription Fees and any Set-up Fees to Perlego for the User Subscriptions in accordance with this clause 9 and the Order Form.

[9.2]   The Customer shall on the Start Date provide to Perlego valid, up-to-date and complete approved purchase order information acceptable to Perlego and any other relevant valid, up-to-date billing details and Perlego shall invoice the Customer as set out in the Order Form and the Customer shall pay each invoice within 14 days after the date of such invoice.

[9.3]   Time shall be of the essence regarding payment specified in this 9.

[9.4]   If Perlego has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Perlego:

[a]   Perlego may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Perlego shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

[b]   interest shall accrue on a daily basis on such due amounts at an annual rate equal to % over the then current base lending rate of National Westminster Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

[9.5]   All amounts and fees stated or referred to in this agreement:

[a]   are, subject to clause 13.3(b), non-cancellable and non-refundable;

[b]   are exclusive of value added tax, which shall be added to Perlego's invoice(s) at the appropriate rate; and

[c]   are exclusive of any other fees, duties, charges or taxes (worldwide) which may be imposed or charged in connection with the provision of the Services under this Agreement, including (without limitation) any fees, duties, charges or taxes imposed by local laws, for which the Customer shall be solely liable and responsible.

[9.6]   Perlego shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.2, at the start of each Renewal Period upon 60 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

[10]   Proprietary rights

[10.1]   The Customer acknowledges and agrees that Perlego and/or its licensors own all intellectual property rights in the Services, the eContent and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or Subscriptions in respect of the Services, the eContent or the Documentation.

[11]   Confidentiality

[11.1]   Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use, disclose or copy the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement and shall not suffer or allow such Confidential Information to be used or disclosed.

[12]   Indemnity

[12.1]   The Customer shall defend, indemnify and hold harmless Perlego against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, eContent and/or Documentation which is not in accordance with this Agreement, provided that:

   [a]   the Customer is given prompt notice of any such claim;

   [b]   Perlego provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

   [c]   the Customer is given sole authority to defend or settle the claim.

[12.2]   Perlego shall defend the Customer, its officers, directors and employees against any claim that the Services, Documentation or eContent infringes any United Kingdom patent effective as of the Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

   [a]   Perlego is given prompt notice of any such claim;

   [b]   the Customer provides reasonable co-operation to Perlego in the defence and settlement of such claim, at Perlego's expense; and

   [c]   Perlego is given sole authority to defend or settle the claim.

[12.3] In the defence or settlement of any claim, Perlego may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

[12.4] In no event shall Perlego, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

   [a]   a modification of the Services by anyone other than Perlego; or

   [b]   the Customer's use of the Services or the eContent in a manner contrary to the instructions given to the Customer by Perlego; or

   [c]   the Customer's use of the Services or the eContent after notice of the alleged or actual infringement from Perlego or any appropriate authority.

[12.5] The foregoing and clause 13.3(b) state the Customer's sole and exclusive rights and remedies, and Perlego's (including Perlego's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

[13]   Limitation of liability

[13.1] Except as expressly and specifically provided in this agreement:

   [a]   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

   [b]   the Services and the Documentation are provided to the Customer on an "as is" basis.

[13.2] Nothing in this agreement excludes the liability of Perlego:

   [a]   for death or personal injury caused by Perlego's negligence; or

   [b]   for fraud or fraudulent misrepresentation.

[13.3] Subject to clause 13.1 and clause 13.2:

   [a]   Perlego shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

   [b]   Perlego's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the

total Subscription Fees paid for the User Subscriptions during the preceding 12 month period.

[14] Term and termination

[14.1] This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the date of this Agreement and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

[a] either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

[b] otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

[14.2] Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

[a] the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment;

[b] the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

[c] the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

[d] suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

[e] is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or

[14.3] Perlego may terminate this agreement with immediate effect by giving written notice to the other party in the event that the Customer undergoes a change of control, other than in circumstances of an internal corporate reorganisation.

[14.4] On termination of this agreement for any reason:

    [a]   Perlego shall disable all accounts set up by Authorised Users

    [b]   Without limitation on clause 6.3, Perlego shall be entitled to contact Authorised Users by means of the email address associated with their account, so as to invite them to become individual users of the Perlego service;

    [c]   all Subscriptions granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services, the eContent and/or the Documentation;

    [d]   any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

[15] Force majeure

Each party shall have no liability to the other under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of that party or any other party), failure of a utility service or transport or telecommunications network or app store, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration.

[16] Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

[17] Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

[18] Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

[19] Severance

[19.1] If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

[19.2] If any provision or part-provision of this agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

[20] Entire agreement

[20.1] This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

[20.2] Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

[20.3] Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

[21] Assignment

[21.1] The Customer shall not, without the prior written consent of Perlego, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

[21.2] Perlego may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

[22] No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

[23] Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

[24] Disputes

[24.1] In the event of any dispute or difference between the parties shall use their best endeavours to resolve the matter in dispute of difference either by negotiation in good faith or mediation and in any event court proceedings (except for any urgent or interlocutory or interim relief) shall not be commenced until eight weeks shall have elapsed since the dispute or difference shall first have arisen.

[24.2] This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

[24.3] Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Processing, Personal Data and Data Subjects

1. Processing by Perlego

1.1 Scope

Provision of Subscription Manager dashboard service

1.2 Nature and purpose of processing

Processing data regarding use of the Services by Authorised Users

1.3 Duration of the processing

For the term of this Agreement

2. Types of personal data

Customer Personal Data as defined in this Agreement, which may comprise email address of end users, and eContent accessed.

3. Categories of data subject

Authorised Users