

This Terms and Conditions document sets out the terms under which New Media Learning Ltd provides access to and use of the 4Matrix Software and related Services to educational Institutions and other authorised users. It governs the licensing of the Software, the provision of support and maintenance Services, and the respective rights and responsibilities of both parties. These Terms apply to the use of the Software and associated service delivery, and should be read alongside other applicable policies (see Appendix A).

These Terms and Conditions apply to all Orders, Subscriptions, renewals and Service upgrades taking effect on or after the Version Date above. Previous versions of these Terms are available on request.

## 1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

**"Authorised Users"** means Your employees, agents and independent Contractors who have been authorised by You to use the Services.

**"Confidential Information"** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.

**"Commencement Date"** means the date upon which Your annual subscription for the Services commences, from which the annual Subscription Fees shall be due.

**"Effective Date"** means the date that You place Your Order.

**"Expiry Date"** means the date on which the Licence period ends.

**"Due Date"** means the date by which payment should have been received by Us so that the Licence period can begin.

**"Renewal Notice"** means written notification issued by the Company advising that the current Subscription Period is approaching expiry.

**"Subscription Period"** means the period of time from the Commencement Date to the Expiry Date.

**"Order"** means an order for the Services submitted by or on behalf of an Institution, whether by completion of an Order Form, purchase order, written confirmation, email authorisation, onboarding request, or any other method by which the Institution authorises the Company to create or provide access to the Software.

**"Services"** means the supply of Software that We provide to You under this Agreement as more particularly described in the Documentation including provision of Updates.

**"Documentation"** means the documentation and supporting materials made available to You by Us either online or in hard copy from time to time which sets out a description of the Services, user instructions for the Services, training materials, and anything else that We in our absolute discretion may from time to time provide to you for use in connection with the Services.

**"Software"** means the applications provided by Us as part of the Services including but not limited to 4Matrix Desktop, 4Matrix Infinity, 4Matrix Cloud and 4Matrix Fusion, and incorporating all Updates.

**"Institution"** means a School, College, Academy or Multi Academy Trust acting as the contracting customer for the Services.

**"Subscription Fees"** means the subscription fees payable by You to Us.

**"Licence"** means the statement of the Subscription Period that We send to You following receipt of payment of the Subscription.

**"Contract"** The Licence constitutes a Contract between the Company and the Institution which will remain in effect for the Subscription Period. The Contract is a requirement for the Institution to pay the Subscription Fees and in return for the Company to provide the Services.

**"Trial Period"** means an initial period during which You may evaluate the Services for Your Use without charge.

**"Trial Period Start Date"** means the date upon which Your Trial Period commences.

**"Updates"** means any update to the Software that We release for Your use, including patches, error corrections, and added functionality, as provided from time to time.

**"We"** or **"Us"** or **"Our"** or **"Company"** means New Media Learning Limited, incorporated and registered in England and Wales with company number 04373179 whose registered office is at 1386 London Road, Leigh-on-Sea, Essex SS92UJ.

**"You"** or **"Your"** means the person, Institution or Multi Academy Trust described as the customer in the Schedule.

**"Your Data"** means the data inputted by You, Your Authorised Users, or by Us on Your behalf for the purpose of using the Services or facilitating Your use of the Services.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. 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.

- 1.8. 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.
- 1.9. A reference to writing or written includes e-mail but no other form of electronic communication.
- 1.10. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

## 2. ABOUT OUR SOFTWARE

### 2.1. Product Overview

- 2.1.1. The Software is primarily designed for use by secondary schools, including schools with sixth forms, sixth form colleges, and Multi-Academy Trusts operating within the English education system and curriculum framework, typically supporting learners aged between eleven (11) and nineteen (19). The Institution acknowledges that use of the Software outside this intended educational context may require local configuration or adaptation and may not provide equivalent functionality.
- 2.1.2. 4Matrix Desktop is a networked computer application which can be installed on a computer network within a single Institution. It operates on the Institution's internal network and database infrastructure. It enables the Institution to input, store, and analyse educational data.
- 2.1.3. 4Matrix Infinity is a companion web application designed to connect securely to the same database as 4Matrix Desktop, enabling browser-based access to the Institution's locally hosted data.
- 2.1.4. 4Matrix Cloud is a fully hosted, cloud-based data analytics platform. It enables the Institution to input, store, and analyse educational data. All data is securely hosted in Microsoft Azure Cloud infrastructure located in the United Kingdom.
- 2.1.5. 4Matrix Fusion is a fully hosted, cloud-based data analytics platform. It enables a Multi Academy Trust to input, store, and analyse educational data from multiple Institutions. All data is securely hosted in Microsoft Azure Cloud infrastructure located in the United Kingdom.

### 2.2. Updates

- 2.2.1. The Subscription (including any Trial Period and Subscription Period) includes access to Updates issued by the Company from time to time.
- 2.2.2. Updates may include maintenance releases, bug fixes, corrections, security updates, compatibility updates, performance enhancements and general improvements to existing functionality intended to maintain, support or improve the operation of the Software.

2.2.3. Updates do not include new modules, materially enhanced functionality, new product features or additional capabilities which the Company designates as separate features, optional services or upgraded editions of the Software, which may be made available subject to additional fees. Updates shall be provided in accordance with the deployment arrangements applicable to each Software product as described below.

2.2.4. 4Matrix Desktop:

- (a) The Institution is responsible for maintaining its own IT infrastructure, including servers, operating systems, backups and network security.
- (b) Updates are checked for, downloaded and applied automatically when 4Matrix Desktop is launched.
- (c) It is essential that 4Matrix Desktop can connect to the 4Matrix website to check for updates, and to validate the Licence key.

2.2.5. 4Matrix Infinity:

- (a) The Institution is responsible for maintaining its own IT infrastructure, including servers, operating systems, backups and network security.
- (b) Updates are checked for, downloaded and applied via an update option in the 4Matrix Network Manager application (which is used to install 4Matrix Desktop and 4Matrix Infinity).

2.2.6. 4Matrix Cloud:

- (a) The Software is hosted, managed and maintained centrally by Us.
- (b) Updates and maintenance releases are applied automatically by Us without action required from the Institution.
- (c) Updates are normally deployed outside standard office hours (9:00am to 5:00pm, Monday to Friday) during term time, although emergency updates may be applied at any time where reasonably necessary.
- (d) As the infrastructure is managed by Us, the Institution is not responsible for server maintenance or platform-level updates.

2.2.7. 4Matrix Fusion:

- (a) The Software is hosted, managed and maintained centrally by Us.
- (b) Updates and maintenance releases are applied automatically by Us without action required from the Institution.
- (c) Updates are normally deployed outside standard office hours (9:00am to 5:00pm, Monday to Friday) during term time, although emergency updates may be applied at any time where reasonably necessary.
- (d) As the infrastructure is managed by Us, the Institution is not responsible for server maintenance or platform-level updates.

## 2.3. Product Editions and Feature Development

- 2.3.1. The Company may from time to time introduce, modify, replace or withdraw different editions or variants of the Software, including but not limited to editions of 4Matrix Cloud differentiated by supported key stages, functionality or feature sets.
- 2.3.2. The functionality available to an Institution shall depend upon the edition of the Software licensed under the applicable Order.
- 2.3.3. The Company may develop and release new features, modules or functionality which constitute significant enhancements or new product capabilities.
- 2.3.4. Such significant enhancements or new functionality may be made available as optional additions, separate licensed modules, or as part of an upgraded Software edition, and may be subject to additional Subscription Fees.
- 2.3.5. Where functionality is designated as an optional or upgraded feature, it shall not automatically form part of the Institution's existing Subscription or be enabled through routine Updates unless separately purchased or included within the licensed edition.

## 2.4. Permitted Use

- 2.4.1. The Software may be used solely within a single Institution and only by its employees, governors, contractors, or authorised agents acting in the course of their duties for that Institution.
- 2.4.2. Authorised users may access the Software remotely where remote access methods are properly secured and comply with the Institution's IT and data protection policies.
- 2.4.3. A Licence granted to one Institution does not permit use by any other Institution, Multi-Academy Trust, or third party.
- 2.4.4. The Institution must not:
  - share access credentials with unauthorised persons;
  - distribute, sub-licence, or otherwise make the Software available to any third party;
  - provide access to any person who is not acting on behalf of the licensed Institution.

## 2.5. Proprietary Rights

- 2.5.1. All rights, title and interest in and to the Software, including its design, structure, appearance, functionality, methods, and Documentation, are and shall remain the exclusive property of the Company.
- 2.5.2. You acknowledge that all intellectual property rights in the Software and Documentation, including copyright, database rights, trademarks (registered or

unregistered), trade secrets, design rights and patents, belong to Us.

- 2.5.3. Except as expressly set out in this Agreement, no rights or Licences are granted to You in respect of the Software or Documentation.

You shall not:

- copy, modify, adapt, reverse engineer, decompile or disassemble the Software except as permitted by law;
- create derivative works or look-alike products based on the Software;
- reuse or replicate the Software's underlying methods, structure, or design.

- 2.5.4. Nothing in this Agreement asserts ownership over statutory frameworks, government-defined performance measures, or methodologies published by the Department for Education or any other public authority. Such frameworks and methodologies remain the property of their respective owners. The Company's intellectual property rights apply solely to the Software's implementation, structure, presentation, architecture, and associated functionality.

## 3. YOUR ORDER AND LICENCE

### 3.1. Order and Acceptance

- 3.1.1. Your Order constitutes an offer to purchase the Services in accordance with this Agreement ("Order").
- 3.1.2. In respect of 4Matrix Cloud, Your Order also constitutes Your confirmation that You have read and accepted the **Data Processing Agreement** set out in **Appendix A**, which forms part of this Agreement.
- 3.1.3. An Order shall only be deemed accepted when We grant You access to the Software (or otherwise confirm acceptance in writing). Access to the Software marks the commencement of the Subscription Period.
- 3.1.4. We reserve the right to decline any Order at Our discretion prior to acceptance.

### 3.2. Grant of Licence

#### 3.2.1. General

Subject to:

- (a) Our acceptance of Your Order;
- (b) payment of the applicable Subscription Fees in accordance with clause 5; and
- (c) compliance with this Agreement,

We grant a non-exclusive, non-transferable, non-sublicensable Licence during the Subscription Period to access and use the Software and Documentation strictly in

accordance with the scope of Licence set out below.

### 3.2.2. **4Matrix Desktop and 4Matrix Cloud (Single Institution Licence)**

Where the Software licensed is 4Matrix Desktop and/or 4Matrix Cloud:

- (a) the Licence is granted to a single named Institution only;
- (b) use of the Software is limited to Authorised Users of that Institution; provided that the Institution may, at its discretion and subject to compliance with clause 3.4, add employees, governors or authorised agents of another school within the same Multi-Academy Trust as Authorised Users for the purposes of that Institution's use of the Software;
- (c) where the Institution holds a valid Licence for 4Matrix Desktop, that Licence includes the right to use the web-based add-on known as 4Matrix Infinity, which connects to the Institution's 4Matrix Desktop database. No separate Licence fee is required for 4Matrix Infinity where it is used solely in conjunction with a valid 4Matrix Desktop Licence;
- (d) the Licence does not otherwise permit use by any other school, academy, legal entity or third party (including other members of a Multi-Academy Trust) unless separately licensed by the Company.

**Notes / safeguards:** the Institution remains fully responsible for:

- (i) all acts and omissions of any Authorised Users it designates (including those from other schools in the same Trust),
- (ii) ensuring that any sharing of access and data with Trust personnel is lawful and consistent with its data protection obligations, and
- (iii) applying appropriate role-based permissions, confidentiality controls and audit measures when granting such access.

### 3.2.3. **Upgrade from 4Matrix Desktop to 4Matrix Cloud**

- 3.2.3.1. An Institution holding a valid Licence for 4Matrix Desktop may apply to upgrade to 4Matrix Cloud at any time during its Subscription Period, subject to availability and the Company's agreement.
- 3.2.3.2. Any fees payable in respect of such upgrade, including pro-rated adjustments, migration fees or revised Subscription Fees, shall be determined by the Company at its discretion and may vary from time to time.
- 3.2.3.3. Upon commencement of a 4Matrix Cloud Licence:
  - (a) the Institution's 4Matrix Desktop Licence shall be incorporated within and form part of the 4Matrix Cloud subscription;
  - (b) the Institution shall not be entitled to renew 4Matrix Desktop as a standalone Licence;

(c) continued use of 4Matrix Desktop (if technically permitted) shall be subject to the terms of the 4Matrix Cloud subscription.

3.2.3.4. An upgrade to 4Matrix Cloud does not create any right to revert to a standalone 4Matrix Desktop Licence in a future Subscription Period.

3.2.3.5. The Company reserves the right to designate 4Matrix Desktop and 4Matrix Infinity as reaching end-of-life at a future date. The Company shall provide reasonable notice of such designation and may determine the terms on which continued access, support, or migration will be provided.

### 3.2.4. **4Matrix Fusion (Multi-Academy Trust Licence)**

Where the Software licensed is 4Matrix Fusion:

- (a) the Licence is granted to the named Multi-Academy Trust entity only;
- (b) access may be provided to Authorised Users acting on behalf of the Trust in its central, management or governance capacity, including employees, governors, contractors or authorised agents of the Trust and, where authorised by the Trust, employees or authorised representatives of schools within the same Multi-Academy Trust;
- (c) the Fusion Licence permits the Trust to view and analyse data lawfully supplied to the Fusion platform;
- (d) the Fusion Licence does not grant any Licence to individual schools within the Trust to use 4Matrix Desktop or 4Matrix Cloud;
- (e) each school within the Trust must hold its own valid Licence for 4Matrix Desktop and/or 4Matrix Cloud to generate and transmit data to 4Matrix Fusion.

### 3.2.5. **Licence Scope Clarification**

For the avoidance of doubt:

- (a) where a Licence is granted for 4Matrix Desktop or 4Matrix Cloud, such Licence applies only to the individual school or establishment identified in the applicable Order, notwithstanding that the contracting Institution may be a Multi-Academy Trust or other group organisation;
- (b) a Licence granted to a Multi-Academy Trust for 4Matrix Fusion permits access at Trust level only and does not grant any Licence to constituent schools, academies or establishments to use 4Matrix Desktop or 4Matrix Cloud;
- (c) unless expressly agreed in writing by the Company, a Licence granted under this Agreement does not extend automatically to other schools, academies, colleges or establishments within the same Multi-Academy Trust or organisational group.

## 3.3. **Licence Restrictions**

3.3.1. Except as expressly permitted by this Agreement or by applicable law which cannot lawfully be excluded, You shall not, and shall ensure that Authorised Users do not:

- (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute any part of the Software or Documentation in any form or by any means;
- (b) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying structure of the Software;
- (c) access or use the Services or Documentation in order to build, develop or support a product or service that competes with the Software;
- (d) use the Services or Documentation to provide Services to third parties;
- (e) licence, sell, rent, lease, transfer, assign, distribute, disclose or otherwise commercially exploit the Services or Documentation;
- (f) attempt to obtain, or assist any third party in obtaining, unauthorised access to the Services or Documentation.

### **3.4. Acceptable Use**

- 3.4.1. The Institution shall not use the Services in a manner that compromises system security, integrity or availability.

### **3.5. Authorised User Responsibility**

- 3.5.1. You are responsible for all acts and omissions of Authorised Users as if they were Your own.
- 3.5.2. You shall use all reasonable endeavours to prevent any unauthorised access to or use of the Services and shall promptly notify Us upon becoming aware of any such unauthorised access or use.
- 3.5.3. We may suspend access where We reasonably believe there has been a breach of this clause.

## **4. FAIR PURCHASE POLICY, TRIAL PERIOD AND RENEWAL:**

### **4.1. Purpose**

- 4.1.1. The Company operates a fair purchase policy designed to allow Institutions to evaluate the Software prior to committing to payment, while ensuring that access to the Software is requested in good faith.
- 4.1.2. Access to any Trial Period is conditional upon submission of a valid Order by the Institution. The Company reserves the right to refuse access where it reasonably believes that an Order has not been placed with a genuine intention to purchase.

### **4.2. Trial Period**

- 4.2.1. Following receipt of an Order, the Company shall issue installation or access instructions together with a provisional invoice in respect of the Subscription Fees.

- 4.2.2. A free trial period of thirty (30) days (“Trial Period”) shall commence on the date access is first provided, unless otherwise agreed in writing.
- 4.2.3. The purpose of the Trial Period is to enable the Institution to install (where applicable), access and evaluate the functionality of the Software.
- 4.2.4. The provisional invoice issued under clause 4.2.1 shall not become payable where the Institution notifies the Company, before expiry of the Trial Period, that it does not wish to proceed with the Subscription. In such circumstances the invoice shall be cancelled and access to the Software will be withdrawn.
- 4.2.5. The Company may extend the Trial Period at its discretion, including where You have notified Us that payment will be made after the Trial Period Expiry Date, or where the Trial Period coincides with significant school holiday periods.
- 4.2.6. The Company is not obliged to provide a second Trial Period where You have previously failed to install or meaningfully evaluate the Software during an earlier trial.

### 4.3. **Confirmation and Commencement of Licence**

- 4.3.1. You shall, during the Trial Period, determine whether You wish to proceed with the Subscription.
- 4.3.2. The Subscription Period shall commence upon receipt of payment of the applicable Subscription Fees or such other date as agreed in writing.
- 4.3.3. The provision of a purchase order number does not constitute payment.
- 4.3.4. Upon commencement of the Subscription Period, the Licence becomes legally binding for the agreed Licence Period.

### 4.4. **Cancellation During Trial Period**

- 4.4.1. You may cancel Your Order at any time during the Trial Period by notifying the Company in writing.
- 4.4.2. Upon cancellation during the Trial Period, access to the Software shall be withdrawn and no Subscription Fees shall be payable.

### 4.5. **Unpaid Orders**

- 4.5.1. If payment is not received by the Due Date and You have not notified the Company of Your intention to purchase, the Order shall lapse and access to the Software will be suspended or withdrawn.
- 4.5.2. The Company may contact You to confirm Your intentions; however, the Company is under no obligation to maintain access beyond the Trial Period where payment has not been received.

- 4.5.3. The Company reserves the right to decline future Orders where administrative costs have been incurred as a result of unpaid or abandoned Orders.

#### 4.6. **Renewal**

- 4.6.1. Subscriptions do not renew automatically.
- 4.6.2. The Company will issue a renewal reminder (“Renewal Notice”) and provisional invoice approximately thirty (30) days prior to expiry of the Subscription Period.
- 4.6.3. There is no obligation on the Institution to renew its Subscription.

#### 4.7. **Payment**

- 4.7.1. Payment of Subscription Fees shall be made in accordance with Clause 5 (Charges and Payment).

### 5. **CHARGES AND PAYMENT**

#### 5.1. **Subscription Fees**

- 5.1.1. The Institution shall pay the Subscription Fees specified in the applicable invoice in full on or before the Due Date stated on that invoice and in accordance with this clause.
- 5.1.2. Subscription Fees are payable in advance in respect of each Subscription Period.
- 5.1.3. The existence of any Trial Period does not alter the obligation to pay Subscription Fees by the Due Date stated on the applicable invoice.

#### 5.2. **Invoicing and Renewal**

- 5.2.1. The Company shall issue an invoice in advance of each Subscription Period, normally approximately thirty (30) days prior to renewal.
- 5.2.2. Invoices are due for payment on or before the commencement date of the relevant Subscription Period (the “Due Date”).

#### 5.3. **Payment Method**

- 5.3.1. The preferred method of payment is by BACS or other electronic bank transfer to the account specified on the invoice.
- 5.3.2. The Company may, at its discretion, accept payment by cheque. The Company reserves the right to apply a reasonable administrative handling charge in respect of payments made by cheque.
- 5.3.3. The Company does not accept payment by credit or debit card.
- 5.3.4. The Institution must include the invoice reference number and sufficient identifying information when making payment. The Company shall not be responsible for any

delay in activating or renewing a Licence where payment cannot reasonably be matched to the relevant invoice.

## 5.4. **Late Payment and Suspension**

5.4.1. If payment is not received by the due date, the Company may, without prejudice to any other rights or remedies:

- (a) suspend access to all or part of the Services;
- (b) disable user accounts or system access;
- (c) charge statutory interest on overdue sums in accordance with applicable law.

5.4.2. The Company shall have no obligation to provide the Services while any properly invoiced amounts remain unpaid.

5.4.3. The Company shall not be liable for any loss, damage or interruption arising from suspension due to non-payment.

5.4.4. Where suspension occurs and payment is subsequently received, the Company may reinstate access within a reasonable time. Any extension of the Subscription Period following suspension shall be at the Company's discretion.

## 5.5. **Taxes and Currency**

5.5.1. All amounts payable under this Agreement:

- (a) are payable in pounds sterling (GBP);
- (b) are exclusive of VAT, which shall be added at the applicable rate;
- (c) are non-refundable except as expressly provided in this Agreement.

## 5.6. **Fee Changes**

5.6.1. The Company may revise Subscription Fees for any subsequent Subscription Period.

5.6.2. The applicable Subscription Fees for each Subscription Period shall be those set out in the quotation and/or invoice issued for the Subscription Period.

5.6.3. Subscription Fees may vary depending on the Software edition, functionality level or service configuration licensed by the Institution.

5.6.4. Fee increases may reflect, without limitation:

- (a) increased functionality or product enhancements;
- (b) increased hosting, infrastructure or operational costs;
- (c) regulatory or compliance-related cost changes.

## 6. OUR OBLIGATIONS

### 6.1. Standard of Performance

- 6.1.1. The Company shall provide the Services substantially in accordance with the Documentation and with reasonable skill and care.
- 6.1.2. The Company does not warrant that the Services will be wholly free from defects but shall use reasonable endeavours to ensure that the Software performs materially in accordance with the Documentation.

### 6.2. Exclusions from the Service Standard

- 6.2.1. The service standard set out in clause 6.1. shall not apply to the extent that any non-conformance results from:
  - (a) use of the Services contrary to the Documentation or the Company's instructions;
  - (b) modification, alteration or interference with the Software by any person other than the Company or its authorised representatives;
  - (c) use of the Services in combination with Software, hardware or systems not approved or recommended by the Company;
  - (d) failure by the Institution to install Updates where applicable (including in respect of 4Matrix Desktop).

### 6.3. Remedies

- 6.3.1. If the Services fail to conform materially with clause 6.1., the Institution shall notify the Company in writing with reasonable details of the alleged non-conformance.
- 6.3.2. The Company shall use reasonable endeavours to investigate and, where appropriate, correct the non-conformance within a reasonable time.
- 6.3.3. The remedies set out in this clause constitute the Institution's sole and exclusive remedy for breach of clause 6.1.

### 6.4. Service Availability and Technical Limitations

- 6.4.1. The Company does not warrant that:
  - (a) use of the Services will be uninterrupted or error-free;
  - (b) the Services will meet all of the Institution's individual requirements; or
  - (c) all defects will be capable of correction.
- 6.4.2. The Company shall not be responsible for delays, delivery failures or other loss or damage arising from:

(a) the transfer of data over communications networks and facilities, including the internet;

(b) the Institution's network, hardware, connectivity or configuration; or

(c) circumstances beyond the Company's reasonable control.

6.4.3. You acknowledge that cloud-based Services may be subject to inherent limitations, downtime for maintenance, and third-party hosting dependencies.

6.4.4. The Company may suspend access in accordance with clause 3 (Acceptable Use).

## 6.5. **Authority to Provide Services**

6.5.1. The Company warrants that it has and shall maintain throughout the term of this Agreement all Licences, consents and permissions necessary to provide the Services in accordance with this Agreement.

## 6.6. **Service Modification**

6.6.1. The Company may modify or enhance the Services from time to time provided such changes do not materially reduce core functionality.

## 7. **THIRD-PARTY INTEGRATIONS**

7.1. The Services may include tools or functionality enabling integration between the Software and third-party management information systems or external platforms, including but not limited to Arbor, Bromcom and SIMS ("Third-Party Systems").

7.2. Such integrations are provided as part of the Services for convenience only and are dependent upon the continued availability, compatibility and permitted use of third-party application programming interfaces (APIs), access mechanisms and terms of service.

7.3. The Company does not control Third-Party Systems and shall not be responsible for any limitation, interruption, modification or withdrawal of integration functionality resulting from:

(a) changes made by the third-party provider;

(b) withdrawal or restriction of API access;

(c) changes to licencing or technical requirements; or

(d) amendments to third-party terms of use.

7.4. The Company reserves the right to modify, suspend or withdraw integration functionality where reasonably necessary without liability and without prior notice.

## 7.5. **Integration Fees**

7.5.1. The Company reserves the right to introduce additional fees for the provision, maintenance or continued use of any Third-Party System integration.

- 7.5.2. Any such fees shall apply prospectively and may be notified to the Institution as part of a renewal invoice or other written notice.
- 7.5.3. Continued use of the relevant integration following notification of applicable fees shall constitute acceptance of those charges.
- 7.5.4. Introduction of integration fees shall not prevent the Company from withdrawing integration functionality where continued provision is not reasonably practicable.
- 7.6. The Institution remains responsible for maintaining all Licences, permissions and access rights required to use any Third-Party Systems.

### 8. SUPPORT SERVICES

- 8.1. The Company shall provide reasonable user and technical support in connection with the Services during UK business hours (typically 9:00am - 4:00pm Monday to Friday excluding public holidays, with reduced availability during school holiday periods).
- 8.2. Support is typically provided remotely via ticketing, email, telephone or online assistance methods as determined by the Company.
- 8.3. Support Services include assistance with installation, operation and fault investigation relating to the Software but do not include:
  - (a) support for third-party systems or infrastructure;
  - (b) issues arising from the Institution's network, hardware or configuration; or
  - (c) user training beyond that expressly agreed.
- 8.4. The Company may reasonably amend support methods, availability or delivery arrangements from time to time in order to improve service delivery.
- 8.5. Nothing in this Agreement guarantees response or resolution times unless expressly agreed in writing.

### 9. YOUR OBLIGATIONS

#### 9.1. General Obligations

The Institution shall:

- (a) provide the Company with all reasonable co-operation, assistance and information required to enable the Company to perform the Services;
- (b) comply with all applicable laws and regulations in connection with its use of the Services, including (without limitation) data protection and safeguarding legislation;
- (c) ensure that the Services are used strictly in accordance with this Agreement and the Documentation;

- (d) ensure that Authorised Users comply with the terms of this Agreement and remain responsible for all acts and omissions of Authorised Users as if they were its own;
- (e) carry out its responsibilities under this Agreement in a timely and efficient manner, and acknowledge that any delay in providing required assistance may entitle the Company to adjust agreed timelines or suspend performance where reasonably necessary.

### 9.2. Technical and Infrastructure Responsibilities

The Institution acknowledges and agrees that:

- (a) it is responsible for procuring, maintaining and securing its own network infrastructure, hardware, operating systems and telecommunications links;
- (b) it shall ensure that its systems meet any reasonable technical specifications notified by the Company from time to time;
- (c) the Company shall not be responsible for any delays, performance issues, data loss, delivery failures or other loss arising from the Institution's systems, connectivity, configuration or internet service provision.

### 9.3. Updates and Configuration

- (a) In respect of 4Matrix Desktop, the Institution shall ensure that Updates are installed promptly when made available and that its systems permit proper installation.
- (b) The Company shall not be liable for any issue arising from continued use of outdated versions of the Software where Updates have been made available.
- (c) In respect of 4Matrix Cloud and 4Matrix Fusion, updates shall be applied centrally by the Company; however, the Institution remains responsible for appropriate user configuration, permissions and access controls.

### 9.4. Data Responsibility

The Institution shall be solely responsible for:

- (a) the accuracy, quality and legality of Your Data;
- (b) ensuring that it has all necessary rights, permissions and lawful bases to upload and process Your Data within the Software;
- (c) the configuration of user roles, permissions and access rights within the Software.

## 10. CONFIDENTIALITY

### 10.1. Confidential Information

- 10.1.1. Each party may receive or have access to Confidential Information of the other party in connection with this Agreement.

### 10.2. Confidentiality Obligations

## 10.2.1. Each party shall:

- (a) keep the other party's Confidential Information strictly confidential;
- (b) not disclose such Confidential Information to any third party except as permitted under this Agreement;
- (c) use the Confidential Information solely for the purpose of performing or exercising its rights under this Agreement;
- (d) ensure that its employees, agents, contractors and professional advisers who have access to Confidential Information are bound by confidentiality obligations no less stringent than those contained in this clause.

## 10.2.2. **Permitted Disclosures**

## 10.2.3. The obligations in this clause shall not apply to information which:

- (a) is or becomes publicly available other than through a breach of this Agreement;
- (b) was lawfully in the receiving party's possession prior to disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction;
- (d) is independently developed without use of or reference to the disclosing party's Confidential Information;
- (e) is required to be disclosed by law, regulation or order of a competent authority, provided that (where legally permitted) the receiving party gives reasonable notice of such requirement.

## 10.3. **Specific Acknowledgements**

10.3.1. You acknowledge that the Software, Documentation, pricing, technical information and the results of any performance testing constitute the Company's Confidential Information.

10.3.2. The Company acknowledges that Your Data constitutes the Institution's Confidential Information.

## 10.3.3. **Public Announcements**

10.3.3.1. Neither party shall make any public announcement regarding this Agreement without the prior written consent of the other party, except where required by law.

## 10.3.4. **Survival**

10.3.4.1. The provisions of this clause shall survive termination or expiry of this Agreement for a period of five (5) years, or in the case of trade secrets, for so long as such information remains a trade secret.

## 11. DATA PROTECTION AND DATA SECURITY

### 11.1. Regulatory Status

- 11.1.1. The Company is registered with the Information Commissioner's Office under registration number Z9896584.
- 11.1.2. The parties acknowledge that the processing of personal data in connection with the Services shall be governed by applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.
- 11.1.3. Where the Company processes personal data on behalf of the Institution, such processing shall be governed by the Data Processing Agreement set out in Appendix A.

### 11.2. Roles and Responsibilities

- 11.2.1. The Institution acts as Data Controller in respect of all personal data entered into the Software ("Your Data").
- 11.2.2. The Company acts as Data Processor only to the extent necessary to provide the Services.
- 11.2.3. The Institution remains solely responsible for:
  - (a) the accuracy, quality and legality of Your Data;
  - (b) determining which personal data is entered into the Software;
  - (c) ensuring lawful authority for processing such data; and
  - (d) compliance with its own data protection policies and statutory obligations.

### 11.3. Company Administrative Data

- 11.3.1. The Company may retain business contact details provided for licencing, administrative and support purposes, including nominated contacts and finance representatives.
- 11.3.2. Such information shall be retained for the duration of the Licence Period and for a reasonable period thereafter in accordance with legal, accounting and audit requirements.
- 11.3.3. Financial and invoicing records may be retained for up to six (6) years to comply with statutory accounting obligations.

### 11.4. Data Confidentiality and Disclosure

- 11.4.1. The Company shall not disclose personal data to third parties except:

- (a) where required to provide the Services;
- (b) where required by law or regulatory authority; or
- (c) where expressly authorised by the Institution.

11.4.2. The Company does not use personal data contained within the Software for marketing purposes.

11.4.3. The Company may identify Institutions as users of the Software for reference purposes but shall not disclose personal contact details without permission.

### 11.5. **4Matrix Desktop (Institution-Hosted Deployment)**

11.5.1. Where the Institution uses 4Matrix Desktop, all operational data is hosted within the Institution's own IT environment.

11.5.2. The Company does not ordinarily access or host such data.

11.5.3. Access to Institution data by the Company shall occur only where reasonably required for support, maintenance or training and typically only at the Institution's request.

11.5.4. Where database copies are provided for fault investigation:

- (a) data should be anonymised where reasonably practicable;
- (b) transfers shall be encrypted;
- (c) access shall be limited to authorised personnel; and
- (d) data shall be securely deleted once investigation is complete.

### 11.6. **4Matrix Cloud (Hosted SaaS Deployment)**

11.6.1. 4Matrix Cloud is a Software-as-a-Service (SaaS) platform hosted within Microsoft Azure data centres located in the United Kingdom.

11.6.2. The Company implements appropriate technical and organisational security measures including encryption, authentication controls and infrastructure security protections.

11.6.3. User account security may include Single Sign-On (SSO) and automated session timeout controls.

11.6.4. Backup and resilience arrangements are managed within the Microsoft Azure hosting environment in accordance with industry-standard practices.

### 11.7. **4Matrix Fusion (Multi-Academy Trust Platform)**

- 11.7.1. 4Matrix Fusion is a multi-tenant SaaS platform designed for use by Multi-Academy Trusts.
- 11.7.2. Data is supplied to Fusion from licensed instances of 4Matrix Desktop and/or 4Matrix Cloud. 4Matrix Fusion does not operate as a standalone data collection system.
- 11.7.3. Data stored within Fusion is logically segregated between Trusts.
- 11.7.4. 4Matrix Fusion does not store direct pupil identifiers (including names and UPNs). It may store pupil-level attribute data (including sensitive characteristics such as SEN or EAL status) for analytical purposes.
- 11.7.5. Access to Fusion infrastructure is restricted to authorised Company personnel and protected by appropriate network and application security controls.

### 11.8. **Support and Knowledge Base Information**

- 11.8.1. Information supplied during support requests may be anonymised and incorporated into technical documentation or knowledgebase materials for the benefit of users generally.
- 11.8.2. The Company shall take reasonable steps to ensure that such materials do not contain personal data.

### 11.9. **Data Transmission Between Products**

- 11.9.1. Where data is transmitted between authorised 4Matrix products at the Institution's direction, such transmission shall be encrypted using appropriate security measures.

### 11.10. **Data Retention and Deletion**

- 11.10.1. Upon termination of the Subscription:

#### (a) **4Matrix Desktop (Institution-Hosted Deployment)**

Where the Institution uses 4Matrix Desktop, all operational data remains within the Institution's own IT environment. The Institution shall be solely responsible for:

- (i) uninstalling the Software from its systems;
- (ii) managing, retaining or deleting its database and associated backups; and
- (iii) ensuring continued compliance with its data protection and records management obligations.

The Company shall have no responsibility for the retention, deletion or continued storage of data held within the Institution's infrastructure following termination.

### (b) **4Matrix Cloud and 4Matrix Fusion (Hosted Services)**

Where the Institution uses 4Matrix Cloud and/or 4Matrix Fusion, hosted data shall be retained and securely deleted by the Company in accordance with:

- (i) the Data Processing Agreement (Appendix A)
- (ii) the Company's standard operational and backup retention procedures in force at the time of termination.

The Company may retain data for a reasonable transitional or backup period following termination before permanent deletion occurs.

### (c) **Data Export Prior to Termination**

The Institution is responsible for exporting or retrieving any data it requires prior to termination or expiry of the Subscription. The Company shall not be obliged to maintain access to hosted data following deletion in accordance with this clause.

## 11.11. **Sub Processors**

11.11.1. The Company may engage or replace sub-processors or hosting providers provided equivalent safeguards are maintained.

## 11.12. **Compliance and Audit Cooperation**

11.12.1. The Company shall provide reasonable information and assistance required by the Institution to support its compliance with applicable data protection or regulatory obligations in connection with the Services.

11.12.2. Any such requests shall be subject to reasonable notice, reasonable scope and normal business hours, and shall not unreasonably interfere with the Company's business operations or the provision of services to other customers.

11.12.3. The Company reserves the right to charge reasonable fees where compliance or audit requests require substantial additional work beyond the provision of standard documentation or responses.

## **12. INDEMNITY**

### 12.1. **Institution Indemnity**

The Institution shall defend, indemnify and hold harmless the Company, its officers, employees and contractors against all claims, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) the Institution's use of the Services or Documentation otherwise than in accordance with this Agreement or the Documentation;
- (b) any breach of this Agreement by the Institution or its Authorised Users; or

(c) the unlawful processing, use or disclosure of Your Data supplied to the Services.

## 13. LIMITATION OF LIABILITY

### 13.1. Allocation of Responsibility

13.1.1. The Institution assumes sole responsibility for:

- (a) decisions made or actions taken based on information produced by the Software;
- (b) interpretation of reports, analytics or calculations generated by the Services; and
- (c) verification of data outputs used for operational, educational or regulatory purposes.

13.1.2. The Company shall not be liable for any loss arising from inaccuracies in data supplied by the Institution or from instructions or materials provided by or on behalf of the Institution.

### 13.2. Service Disclaimer

13.2.1. Except as expressly stated in this Agreement, the Services and Documentation are provided on an “as is” and “as available” basis.

13.2.2. To the fullest extent permitted by law, all warranties, representations, conditions or other terms implied by statute or common law are excluded.

13.2.3. The Company does not warrant that:

- (a) the Services will be uninterrupted or error-free;
- (b) all defects will be corrected; or
- (c) the Services will meet all individual Institutional requirements.

### 13.3. Matters Which Cannot Be Excluded

13.3.1. Nothing in this Agreement excludes or limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability which cannot lawfully be excluded or limited under applicable law.

### 13.4. Excluded Losses

13.4.1. To the fullest extent permitted by law, the Company shall not be liable whether in contract, tort (including negligence), misrepresentation or otherwise for:

- (a) loss of profits, revenue or anticipated savings;
- (b) loss of business or goodwill;

- (c) loss or corruption of data;
- (d) interruption of business; or
- (e) any indirect, consequential or special loss.

### 13.5. **Financial Liability Cap**

- 13.5.1. Subject to clause 13.1, the Company's total aggregate liability arising under or in connection with this Agreement shall not exceed the total Subscription Fees paid by the Institution during the twelve (12) months immediately preceding the event giving rise to the claim.

### 13.6. **Software Faults and Updates**

- 13.6.1. The Company does not warrant that the Software is free from programming faults.
- 13.6.2. Where a fault is reported, the Company shall use reasonable endeavours to investigate and provide a correction or workaround where reasonably practicable.
- 13.6.3. The Company shall not be liable for issues arising from failure to install Updates or continued use of unsupported versions of the Software.

### 13.7. **Accuracy of Calculations and Outputs**

- 13.7.1. The Software performs calculations based on data supplied by the Institution and configurable settings within the Software.
- 13.7.2. While reasonable care is taken in the development of calculation methods, the Company does not guarantee the accuracy or suitability of outputs for regulatory, funding or accountability purposes.
- 13.7.3. The Institution shall independently verify all reports, totals and analytical outputs prior to reliance upon them.

### 13.8. **Institution Modifications**

- 13.8.1. The Company shall have no liability for outcomes resulting from configuration changes, calculation adjustments or other modifications made by the Institution using tools provided within the Software.

## 14. TERM AND TERMINATION

### 14.1. **Term**

- 14.1.1. This Agreement shall commence on the earlier of:

- (a) the Trial Period Start Date; or
- (b) the Commencement Date,

and shall continue for the Subscription Period unless terminated earlier in accordance with this Agreement.

14.1.2. Subscriptions do not renew automatically. The Company will normally issue a renewal invitation or invoice prior to expiry of the Subscription Period.

14.1.3. The Institution is under no obligation to renew the Subscription.

### 14.2. **Effect of Renewal**

14.2.1. Upon renewal of a Subscription Period, a new Subscription Period shall commence and the Institution's continued use of the Services shall be subject to:

(a) the Subscription Fees applicable to the renewed Subscription Period; and

(b) the Terms and Conditions in force at the date the renewed Subscription Period begins.

14.2.2. Renewal of a Subscription constitutes acceptance of the applicable Subscription Fees and Terms and Conditions for that Renewal Period.

### 14.3. **Licence Commencement**

14.3.1. Upon receipt of payment of the applicable Subscription Fees, the Licence shall be issued and the Subscription Period shall begin.

14.3.2. From that date, a binding contract exists between the Company and the Institution for the duration of the Subscription Period.

### 14.4. **Early Termination by the Institution**

14.4.1. The Institution may request early termination by providing written notice to the Company.

14.4.2. Any early termination prior to expiry of the Subscription Period shall be subject to the Company's written agreement.

14.4.3. Where early termination is agreed:

(a) access to the Services shall cease;

(b) any refund shall be determined at the Company's discretion; and

(c) any refund shall not exceed fifty percent (50%) of the remaining unused Subscription Fees, calculated on a pro-rata basis.

14.4.4. The Company may, in exceptional circumstances and at its sole discretion, agree to an alternative refund arrangement.

- 14.4.5. The Company reserves the right to deduct a reasonable administrative charge from any refund issued.

### 14.5. **Termination by the Company**

Without prejudice to any other rights or remedies, the Company may terminate this Agreement immediately by written notice if:

- (a) the Institution fails to pay any amount due and remains in default thirty (30) days after written notice requiring payment;
- (b) the Institution commits a material breach of this Agreement;
- (c) the Institution becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

### 14.6. **Effect of Termination**

Upon termination or expiry:

- (a) all Licences granted under this Agreement shall immediately cease;
- (b) the Institution shall cease all use of the Services and Documentation;
- (c) accrued rights, remedies and liabilities shall remain unaffected.

## 15. FORCE MAJEURE

- 15.1. Neither party shall be liable for failure or delay in performing its obligations where such failure results from events beyond its reasonable control, including but not limited to acts of God, war, civil disturbance, industrial disputes, failure of utilities, telecommunications or internet Services, fire, flood, or failure of suppliers or hosting providers.

## 16. VARIATION

- 16.1. No variation of this Agreement shall be effective unless agreed in writing by authorised representatives of both parties.

## 17. WAIVER

- 17.1. Failure or delay by either party to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy.

## 18. RIGHTS AND REMEDIES

- 18.1. Except as expressly provided, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights provided by law.

### 19. SEVERANCE

- 19.1. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 19.2. Any invalid provision shall be modified to the minimum extent necessary to give effect to the parties' commercial intention.

### 20. ENTIRE AGREEMENT

- 20.1. This Agreement together with Your Order and Appendix A constitutes the entire agreement between the parties and supersedes all prior agreements, understandings or representations.
- 20.2. Each party acknowledges that it has not relied upon any statement or representation not expressly set out in this Agreement.

### 21. ASSIGNMENT

- 21.1. The Company may assign, transfer or subcontract its rights or obligations under this Agreement.
- 21.2. The Institution may not assign or transfer this Agreement without the Company's prior written consent.

### 22. NO PARTNERSHIP OR AGENCY

- 22.1. Nothing in this Agreement creates any partnership, joint venture or agency relationship between the parties.

### 23. THIRD PARTY RIGHTS

- 23.1. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### 24. NOTICES

- 24.1. Notices shall be in writing and delivered by hand, pre-paid post, or email to the addresses notified by the parties.
- 24.2. Notices shall be deemed received:
  - (a) when delivered by hand;
  - (b) two business days after posting; or
  - (c) at the time of transmission where sent by email.

### 25. UPDATES TO THESE TERMS

- 25.1. The Company may update or amend these Terms and Conditions from time to time to reflect changes to the Services, including the introduction of new delivery models, hosting arrangements or Software platforms.
- 25.2. Where the Institution upgrades, migrates or transitions to a revised version of the Software or Services (including migration from 4Matrix Desktop to 4Matrix Cloud), the Terms and Conditions in force at the date of that upgrade or migration shall apply to the relevant upgraded Services from the date the upgraded Service is made available.
- 25.3. The Company shall notify the Institution of updated Terms and Conditions by reasonable means, which may include email notification, publication within the Software, or publication on the Company's website.
- 25.4. Continued access to or use of the upgraded or modified Services following such notification shall constitute acceptance of the updated Terms and Conditions.
- 25.5. Where updated Terms materially reduce the Institution's rights in respect of Services already paid for, the Institution may elect not to proceed with the upgrade and continue using the previously licensed Software for the remainder of the existing Subscription Period where technically feasible.

### 26. GOVERNING LAW AND JURISDICTION

- 26.1. This Agreement shall be governed by the laws of England and Wales.
- 26.2. The courts of England and Wales shall have exclusive jurisdiction to resolve any dispute arising under or in connection with this Agreement.

## Appendix A – Related Documents

### General

1. **Cookie Policy:** <https://www.4matrixcloud.com/cookiePolicy>  
*The Cookie Policy details how we use cookies on our website.*
2. **Privacy Notice:**  
[https://www.4matrix.com/files/gdpr/New\\_Media\\_Learning\\_Ltd\\_Privacy\\_Notice.pdf](https://www.4matrix.com/files/gdpr/New_Media_Learning_Ltd_Privacy_Notice.pdf)  
*The Privacy Notice details how we collect and use information collected through the 4Matrix website, through service delivery and for compliance purposes.*

### 4Matrix Cloud

1. **Data Processing Agreement:**  
[https://4matrix.com/files/gdpr/New\\_Media\\_Learning\\_Ltd\\_Data\\_Processing\\_Agreement.pdf](https://4matrix.com/files/gdpr/New_Media_Learning_Ltd_Data_Processing_Agreement.pdf)  
*The Data Processing Agreement sets out the terms under which New Media Learning Ltd processes personal data in the 4Matrix Cloud Software platform.*
2. **SIMS Integration Terms**  
[https://www.4matrix.com/files/gdpr/New\\_Media\\_Learning\\_Ltd\\_SIMS\\_Integration\\_Terms.pdf](https://www.4matrix.com/files/gdpr/New_Media_Learning_Ltd_SIMS_Integration_Terms.pdf)  
*The SIMS Integration Terms set out the terms and conditions under which New Media Learning Ltd provides use of the SIMS Integration Tool in the 4Matrix Cloud platform.*

The Company may update the location of referenced documents provided substantially equivalent versions remain available.