



ALEF PLATFORM – RESELLER COMMERCIAL TERMS AND CONDITIONS

Effective: 12 August 2020

Version: 1.1

Subject to the Conditions set out below, the Reseller (as identified in the Order Form) agrees to provide the Customer named in the Order Form access to the Services operated by Alef Education Consultancy LLC, a company incorporated in Abu Dhabi, United Arab Emirates with company no. CN-2209313 (**Alef Education**). The Customer shall be bound by the terms of the Contract (as defined below). The Customer's sole recourse with respect to the Contract shall be against the Reseller. However, Alef Education is an express beneficiary of the Contract and the Customer expressly acknowledges and agrees that Alef Education shall have the right to enforce the Contract against the Customer.

1. Interpretation

1.1 In addition to the definitions given in the Order Form, the definitions and rules of interpretation in this clause apply to these Conditions.

Authorised Users: the Student Users and Teacher/Admin Users authorised by the Reseller to use the Services in accordance with the Contract.

Approved Sub-processor List: means the document setting out details of the third party vendors used by Alef Education and/or the Reseller to provide the Services who will have access to the Personal Data, as amended, updated or replaced from time to time which is available on the Alef Education website:

https://www.alefeducation.com/wp-content/uploads/2020/04/ApprovedSub-ProcessorList_01.pdf.

Business Day: a day other than a Friday, Saturday or national holiday in Abu Dhabi.

Client Privacy Promise: the client privacy promise setting out how Personal Data is Processed by the Reseller and/or Alef Education through the Services on behalf of its clients, end-users and other relevant individuals, as amended, updated or replaced from time to time which is available on the Alef Education website:

www.alefeducation.com/privacy-promise.

Confidential Information: any and all information, documents, data and other materials that the Reseller or Alef Education provides to the Customer or that the Customer receives or acquires from the Reseller or Alef Education related to any business of the Reseller or Alef Education, if such information, document, data or other materials is not generally available or accessible to the public through lawful means and without any improper disclosure or use by the Customer or any other person.

Conditions: the terms and conditions set out herein.

Contract: the contract agreed between the Customer and the Reseller comprising:

- a) the Order Form;
- b) the Data Protection Schedule;

- c) Approved Sub-processor List;
- d) the Client Privacy Promise; and
- e) these Conditions,

and if there is any conflict or ambiguity between the terms of any of the documents above, a term contained in the document referred to higher in the list shall take precedence.

Controller: the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data; where the purposes and means of Processing are determined by applicable Data Protection Legislation, the controller (or the criteria for nominating the controller) may be designated by those laws.

Customer Data: the data, including Personal Data, inputted by the Customer, Authorised Users, the Reseller or Alef Education on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: the data protection legislation and regulations specified in the Order Form, or where there is none, the data protection legislation and regulations of the United Arab Emirates.

Data Protection Schedule: means the document setting out additional data protection and privacy terms which apply to controls around the use of the Personal Data, as amended, updated or replaced from time to time which is available on the Alef Education website:

https://www.alefeducation.com/wp-content/uploads/2020/04/DataProtectionSchedule_01.pdf .

Educational Content: the educational content described in the Order Form that is proprietary to Alef Education.

Effective Date: the date given in the Order Form.

Initial Subscription Term: the initial term of this from the Effective Date until the date given in the Order Form.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Normal Business Hours: 7.30 am to 16.30 pm, each Business Day. Timing shall be local United Arab Emirates time unless specified in the Order Form.

Order Form: the order form signed by the Reseller and the Customer in respect of the Services.

Personal Data: information that identifies or is identified or readily identifiable to a natural person that is Processed by the Reseller or Alef Education pursuant to the Contract.

Process, Processed or Processing: any operation or set of operations which is performed on Personal Data, including collecting, recording, organising, structuring, storing, sharing, viewing, adapting, altering, retrieving, consulting, using, disclosing, disseminating, combining, restricting, erasing and destroying

Processor: means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;

Renewal Period: the period described in clause 13.1.

Reseller: the Reseller identified in the Order Form.

Security Breach: unauthorized use, disclosure, or accessing by any person of any Customer Data or any Authorized User's credentials to access the Software or Services.

Services: the Software and Educational Content subscription services and any ancillary services made available by Alef Education via the Reseller and provided to the Customer under the Contract as may be modified or updated from time to time.

Software: the online software platform and applications made available by Alef Education via the Reseller to provide as part of the Services that is made commercially available from time to time and referred to in the Order Form.

Subscription Fees: the subscription fees payable by the Customer to the Reseller for the User Subscriptions, as set out in the Order Form.

Subscription Term: has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Suggestions: means all suggested improvements to the Services that the Customer or its Authorised Users provide to the Reseller or Alef Education.

Support Services: the Reseller's support services relating to the Services as set out in the Order Form.

Student Users: the Customer's students who are authorised by the Reseller to use the Services with student account in accordance with the Contract and limited to the number of User Subscriptions allocated in the Order Form.

Teacher/Admin Users: the teacher and other employees of the Customer authorised by the Reseller to use the Services with teacher and/or administrator account in accordance with the Contract and limited to the number of User Subscriptions allocated in the Order Form.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle the Authorised Users to access and use the Services in accordance with the Contract.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or

erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.
- 1.4 Reference to a party shall mean the Customer and/or the Reseller (as applicable).
- 1.5 A reference to writing or written includes e-mail.

2. User subscriptions

- 2.1 From the Effective Date, and subject to the Customer purchasing the User Subscriptions in accordance with the terms of the Contract, Alef Education, via the Reseller, hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the purposes of educational delivery to its Student Users.
- 2.2 In relation to the Authorised Users, the Customer shall ensure that:
 - (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions set out in the Order Form or as otherwise agreed by the Reseller in accordance with clause 3.2 below;
 - (b) it will not allow or suffer any User Subscriptions to be used by more than one 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;
 - (c) each Authorised User shall keep a secure password for his/her use of the Services and that each Authorised User shall keep his/her password confidential;
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Reseller within 5 Business Days of Alef Education's written request at any time;
 - (e) it acknowledges and agrees that the Reseller and Alef Education may monitor use of the Services to ensure compliance with the Contract;
 - (f) it shall permit the Reseller, Alef Education and/or their designated auditors to audit the Services in order to establish the name and password of each Authorised User to audit compliance with the Contract;
 - (g) if it is discovered that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Reseller and Alef Education's other rights, the Customer shall promptly disable such passwords; and
 - (h) if it is discovered that additional Subscription Fees are due to the Reseller, then without prejudice to the Reseller's other rights, the Customer shall pay to the Reseller an amount



equal to such underpayment as calculated in accordance with the prices set out in the Order Form within 14 days of the date of the relevant audit.

2.3 The Customer shall not, and shall ensure that its Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is illegal or consists of:

- (a) abusive language;
- (b) adult, pornographic, revenge, suicide or other obscene material;
- (c) material which is inflammatory or which incites intolerance, hate or violence; or
- (d) discriminatory material.

2.4 The Customer shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means;
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (c) access all or any part of the Services in order to build a product or service which competes with the Services;
- (d) use the Services to provide services to third parties;
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- (f) attempt to obtain or assist third parties in obtaining access to the Services other than as provided under this clause 2;
- (g) use or interfere with the Services in any way that will damage or disrupt any part of it; or
- (h) use the Services in such a way that could disable or overburden the Services or interfere with any other customers using the Services.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Alef Education.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional User Subscriptions

3.1 Subject to clause 3.2, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order Form and the



Reseller shall grant access to the Services to such additional Authorised Users in accordance with the provisions of the Contract.

- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Reseller in writing. Where the Reseller approves the request, the Reseller shall activate the additional User Subscriptions and shall invoice the Customer the relevant fees for such additional User Subscriptions in accordance with the Order Form, such invoice to be payable within 14 days of its date. 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 pro-rated from the date of activation by the Reseller for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable). If the Customer fails to notify the Reseller of its request for additional User Subscriptions, the Reseller reserves the right to charge the full annual amount.

4. Services

- 4.1 The Reseller shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of the Contract.
- 4.2 The Reseller shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned and unscheduled maintenance carried out outside of Normal Business Hours.
- 4.3 The Reseller will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Reseller's Support Services during Normal Business Hours. The Reseller may amend the Support Services provision in its sole and absolute discretion from time to time.
- 4.4 If the Reseller is required to visit the Customer's premises to investigate a failure in the Services which proves, in the Reseller's reasonable opinion, not to have been caused by an act or omission of the Reseller or Alef Education, the Reseller may charge the Customer for the time spent on such visit on a time-and-materials basis at its standard rates then in force.
- 4.5 The Customer shall provide the Reseller with access and entry to the Customer's Premise in order to maintain or repair the operation of these Services, whether during work hours or outside thereof.

5. Customer data and data protection

- 5.1 The parties agree that any Processing of Personal Data under this agreement by the Reseller and/or Alef Education shall be in accordance with the provisions of this agreement, the Data Protection Schedule, Approved Sub-processor List and the Client Privacy Promise. For the purposes of this Contract, reference to Alef Education in the foregoing documents shall be considered to mean both the Reseller and Alef Education.
- 5.2 The Customer acknowledges and agrees that the Reseller and/or Alef Education may obtain aggregate technical and other data through the provision of Services (**Aggregated Data**), and the

Reseller and Alef Education, including their agents and sub-contractors, may use the Aggregated Data to analyse, improve, support and operate the Services and otherwise for any business purpose, during and after the term of the Contract, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by the Customer and other of the Reseller and Alef Education's customers and prospects. The Customer acknowledges that (a) Aggregated Data is not Personal Data, (b) Aggregated Data is the property of Alef Education, and (c) Alef Education reserves all Intellectual Property Rights which may, at any time, subsist in the Aggregated Data.

6. Reseller obligations

6.1 Reseller undertakes that the Services will be performed substantially in accordance with the Contract and with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Reseller's instructions, or modification or alteration of the Services by any party other than the Reseller or Alef Education or their duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Reseller 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 6.1. Notwithstanding the foregoing, neither the Reseller or Alef Education:

(a) warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) is responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 The Contract shall not prevent either the Reseller or Alef Education 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 the Contract.

7. Customer's obligations

7.1 The Customer shall:

(a) provide the Reseller with:

(i) all necessary co-operation in relation to the Contract; and

(ii) all necessary consents to use the Customer Data for the performance of the Services; and

(iii) all necessary access to such information and premises as may be required by the Reseller;

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 the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;
- (c) carry out all other Customer responsibilities set out in the Order Form (if any) in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Reseller may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services in accordance with the terms of the Contract and any terms of use applicable for Authorised Users access to the Services and shall be responsible for any Authorised User's breach of the Contract or any other applicable terms;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Reseller, its contractors and agents to perform their obligations under the Contract, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications referred to in the Order Form and as may be updated by the Reseller or Alef Education from time to time;
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Reseller's and/or Alef Education'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;
- (h) comply with all Data Protection Legislation governing the Processing of Customer Data , including, but not limited to: (i) making all disclosures required by the relevant Data Protection Legislation for the use of Customer Data as described in the Contract, including, but not limited, to the right of Reseller and Alef Education to generate, own, and use Aggregated Data (collectively, the **Data Uses**); (ii) obtaining all consents required by the relevant Data Protection Legislation for the Data Uses; (iii) assessing and maintaining the security of the Customer Data; (iv) notifying relevant parties, including government agencies and individuals, in the event of any breach, unauthorized access to Customer Data, or unauthorized use or acquisition of Customer Data; and (v) responding to and acting on all student, parent, consumer, and individual requests to enforce rights established in the Data Protection Legislation, if relevant;
- (i) maintain appropriate administrative, organizational, technical, and physical measures to protect confidentiality, security, and integrity of (i) the Confidential Information of the Reseller and Alef Education, and (ii) Customer Data; and
- (j) notify the Reseller and Alef Education immediately of any Security Breach.

7.2 Both the Reseller and Alef Education reserve the right, without liability or prejudice to its other rights to the Customer, to disable or restrict the Customer's and/or its Authorised User's access



to the Services, to terminate the Contract, or to take other actions Reseller or Alef Education determine necessary where there is found to be a breach of any of these Conditions or any other terms of the Contract.

8. Charges and payment

8.1 The Customer shall pay the Subscription Fees to the Reseller for the User Subscriptions in accordance with this clause 8 and the details set out in the Order Form.

8.2 The Customer shall pay all invoices submitted to it by the Reseller within 14 days of receipt.

8.3 If the Reseller has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of the Reseller:

(a) The Reseller may, without any liability to the Customer, disable the Customer's and its Authorised Users' password, account and access to all or part of the Services and Alef Education 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 6% over the EIBOR 3-month lending rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All amounts and fees stated or referred to in the Contract:

(a) Are non-cancellable and non-refundable;

(b) are exclusive of value added tax, which shall be added to the Reseller's invoice(s) at the appropriate rate.

8.5 The Reseller shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon prior notice to the Customer and the fees given in the Order Form shall be deemed to have been amended accordingly.

9. Proprietary rights

9.1 The Customer and the Reseller acknowledge and agree that Alef Education and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated herein, the Contract 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 licences in respect of the Services.

9.2 The Customer and the Reseller further acknowledge and agree that any Suggestions given in the course of the Contract are given at their discretion and they hereby irrevocably assign to Alef Education all rights, title, and interest in and to the Suggestions submitted.

9.3 The Reseller confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.



10. Confidentiality

- 10.1 Each party may be given access to Confidential Information from the other party (including Alef Education's) in order to perform its obligations under the Contract. Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.2 Subject to clause 10.4 and 10.6, each party shall hold the other's Confidential Information (including Alef Education's) in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 10.3 Each party shall ensure that the other's Confidential Information (including Alef Education's) to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.
- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, and information pertaining to pricing and marketing information relating to the Services or any of its constituent parts constitute Alef Education's Confidential Information.
- 10.6 The Customer further acknowledges and agrees that Alef Education and/or the Reseller may reference the Customer and use its name to identify it as a Customer of the Services in sales and marketing literature.
- 10.7 The above provisions of this clause 10 shall survive termination of the Contract, however arising.

11. Indemnity

- 11.1 The Customer shall defend, indemnify and hold harmless Alef Education and the Reseller 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, including, but not limited to, any administrative, investigatory or enforcement action or fine instituted by a government agency pertaining to Customer Data.

- 11.2 The Reseller shall defend the Customer, its officers, directors and employees against any claim that the Services infringes any patent, copyright, trade mark, database right or right of confidentiality of a third party and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) the Reseller is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to the Reseller in the defence and settlement of such claim, at the Reseller's expense; and
 - (c) the Reseller (or Alef Education as the case may be) is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, the Reseller 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 the Contract 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.
- 11.4 In no event shall the Reseller or Alef Education, their 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 the Reseller or Alef Education; or
 - (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Reseller; or
 - (c) the Customer's use of the Services after notice of the alleged or actual infringement from the Reseller or any appropriate authority.
- 11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Reseller's and Alef Education's (including their employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

- 12.1 In providing the Services the Customer may be presented links to other sites, resources and/or information provided by third parties including but not limited to end users (collectively **Third Party Materials**). Such Third Party Materials are provided for the Customer's information only and should not be interpreted as approval by Alef Education or the Reseller of them. Neither Alef Education nor the Reseller have any control over the contents of Third Party Material and do not represent our views or values.



- 12.2 Except as expressly and specifically provided in the Contract:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Neither the Reseller nor Alef Education shall have any liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Reseller by the Customer in connection with the Services, or any actions taken by the Reseller at the Customer's direction;
 - (b) 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 the Contract, and neither the Reseller nor Alef Education makes any warranty of any kind that the Services will meet Customer's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free; and
 - (c) the Services are provided to the Customer on an "as is" basis.

12.2 Subject to this clause 12 and to the fullest extent permitted by law:

- (a) Neither the Reseller nor Alef Education shall 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 the Contract; and
- (b) The Reseller and Alef Education's combined total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Subscription Fees paid for the User Subscriptions during the 6 months immediately preceding the date on which the claim arose.

13. Term and termination

13.1 The Contract shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Contract shall be automatically renewed for successive 12 month periods (each a **Renewal Period**), unless either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

13.3 On termination of the Contract for any reason:

- (a) all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b) each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
- (c) Alef Education and/or the Reseller may, subject to the provisions of the Client Privacy Promise and the Data Protection Schedule destroy or otherwise dispose of any of the Customer Data in its possession; and
- (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 Contract which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

Neither the Reseller nor Education shall have any liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors.

15. Variation

Alef Education may amend these Conditions from time to time. The Customer shall be deemed to accept any change to these Conditions by continuing to use the Services after being notified of a



change to the Conditions. Subject to the foregoing, no variation of the Contract shall be effective unless it is in writing and signed by authorised representatives of each of the parties.

16. Waiver

No failure or delay by a party or Alef Education to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

17. Rights and remedies

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

18. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be varied to the minimum extent in order to make it valid, legal and enforceable. If such variation is not possible, the provision or part-provision of the Contract is deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

19. Entire agreement

The Contract 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. Assignment

The Customer shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. The parties acknowledge and agree that the Reseller may be required by Alef Education to assign the Contract to Alef Education or another provider at any time.

21. No partnership or agency

Nothing in the Contract 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).

22. Third party rights

Both the Customer and the Reseller acknowledge that Alef Education is an express beneficiary of the Contract and the Customer and agree that Alef Education shall have the right to enforce the



Contract against the Customer. Subject to the foregoing, no one other than a party to the Contract shall have any right to enforce any of its terms.

23. Notices

23.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid recorded delivery at the address given in this Contract or sent by email to the address notified by the receiving party from time to time.

23.2 A notice or other communication shall be deemed to have been received if: delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; sent by recorded delivery service, at the time recorded by the delivery service; or, if sent by email, on the next business day after transmission.

24. International use

The Customer agrees to comply with and is solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which it resides or accesses the Services, if and to the extent local laws are applicable to use of the Services. Neither the Reseller nor Alef Education represent that its Services are appropriate or available for use in the Customer's jurisdiction. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where the Customer's use would render Alef Education or the Reseller in violation of any applicable laws or regulations.

25. Governing law and jurisdiction

Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of the Contract (or part thereof) or arising therefrom or related thereto in any manner whatsoever, shall be subject to the internal laws of the states or countries specified in the table below, without regard to conflicts of laws principles. In the event of any controversy or claim arising out of or relating to this Agreement, or its breach or interpretation, the parties will submit to the exclusive jurisdiction of and venue in the applicable courts or arbitration bodies specified in the table below. Each party waives all defenses of lack of personal jurisdiction and inconvenient forum.

If the Customer's address in the Order Form is in:	The governing law is that of:	The courts or arbitration bodies having exclusive jurisdiction are:
The USA, Canada, Mexico, or any country in Central or South America or the Caribbean	The state of New York and controlling United States federal law	Courts located in New York, USA
Any country in Europe or Africa	England & Wales	Courts located in London, England
Any country in the Middle East	England & Wales	Courts located in Dubai International Financial Centre (DIFC)

Any country located in Asia or the Pacific region, other than Australia or New Zealand	England & Wales	Arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre then in force, which rules are incorporated by reference in this clause.*
Australia or New Zealand	New South Wales, Australia	Courts located in Sydney, New South Wales, Australia

*The Tribunal will consist of one independent, disinterested arbitrator. The language of the arbitration will be English. The determination of the arbitrator will be final, conclusive and binding. Judgment upon the award rendered may be entered in any court of any state or country having jurisdiction.

