

PRIME8 CODING TERMS AND CONDITIONS

Covid 19 version; April 2020

These Terms (defined below) govern The Individual/Organisation's use of Prime8 Coding as defined below. They supersede all and any other terms and conditions found on other Prime8, Prime8 International, Primasia and Prime8 Coding websites.

These Terms are applicable solely in the UK and apply during the times of isolation advised by the Government of the United Kingdom and as such apply solely within the realms of the UK.

Any Individual/Organisation using Prime8 Coding during this License Period as defined below, and not resident in the UK, may be charged for its use.

1. DEFINITIONS

Authorised User - you, the individual who is:

- (i) a teacher, a member of staff or other individual engaged by a school or other such Individual/Organisation based in the UK;
- (ii) a student enrolled at a school or other such Individual/Organisation based in the UK
- (iii) the Parent/Guardian, living in the UK of(ii)
- (iv) other named and approved user proposed and accredited by the school/Individual/Organisation.

Fees – For the duration of the License Period as defined below, the fees payable by the Individual/Organisation to access the Prime8 Coding Product shall be zero (0). Continued use of the product, at the end of the License Period, may result in a fee being levied by Prime8 International Limited, limited to the fees listed on any and all non-Covid 19 documentation.

Intellectual Property Rights - all the intellectual and industrial proprietary rights of or utilised by Prime8 International in, over or in relation to the Software and the Products and shall include, without limitation, all designs, inventions, patents, copyrights, know-how, trademarks, trade or other names and all other similar rights or interests relating thereto from time to time, whether registered, pending, applied or otherwise.

License Agreement – the agreement between The Individual/Organisation and The Company.

Licence Period - the Initial Licence Period and all Extended Licence Period that relate to the Product. This being the period between the enrolment of the Individual/Organisation and the first (1st) day of September 2020.

Individual/Organisation - the school, college or similar institution or entity engaged in primary education. that is granted access to Prime8 Coding by The Company, and who has purchased the Product from The Company. Where an Individual/Organisation

consists of a number of individual entities, such as a Federation or Academy, each entity, within that Federation or Academy shall be deemed as an individual Individual/Organisation unless otherwise agreed, in writing, with Prime8 International Limited.

Prime8 Coding - The Prime8 Coding video-based learning programme.

Prime8 International – Prime8 International Limited registered in England and Wales of Timberly, South Street, Axminster, Devon, EX13 5AD. United Kingdom.

Personal Data - information about an individual or The Company of individuals that can identify them/those.

Product - the Prime8 Coding product purchased or used by an Individual/Organisation for the use by its Authorised Users

Software - the software provided by Prime8 International Limited or our licensors which enables the Individual/Organisation to use and access Prime8 Coding.

The Company – Prime8 International Limited

User Materials mean any content and/or materials owned by The Individual/Organisation and utilised in the facilitation of the Product, which are not licensed by The Company to The Individual/Organisation.

2. LICENCE

2.1. In consideration of the Fees paid by the Individual/Organisation to The Company, The Company grants to the Individual/Organisation, a non-exclusive licence to access and use the Product through access to Prime8 Coding during the Licence Period. In this regard, The Individual/Organisation is entitled to use the Software to access the Product and to use Prime8 Coding as part of the Individual/Organisation's internal teaching tools and teaching resources, solely for use by The Individual/Organisation as stated on the License Agreement.

2.2. Notwithstanding Clause 2.1, The Individual/Organisation must not:

2.2.1. sub-license or assign the benefit of the licence set out in Clause 2.1 in whole or in part to anyone. Failure to comply with this clause may result in the License being withdrawn from The Individual/Organisation.

2.2.2. attempt to duplicate, modify, disclose or distribute any portion of the Product or Software;

2.2.3. attempt to reverse engineer any of the Product or Software;

2.2.4. transfer any rights or obligations under these Terms; or

2.2.5. attempt to obtain, or assist others in obtaining access to the Prime8 Coding, the Software, and/or the Product other than as provided under Clause 2.

3. ACCESSING PRIME8 CODING AND THE PRODUCT

3.1. The Individual/Organisation acknowledges that access to the Product on Prime8 Coding is limited to the Licence Period and that the Individual/Organisation's access and use of the Product will be governed by the Product Specific Terms. In acceptance of Clause 3, The Individual/Organisation must not:

3.1.1 display or distribute any part of the Product on any location where access is possible by anyone other than an Authorised User;

3.1.2 permit anyone other than the Authorised Users to access or use the Product including any content and material making up the Product; and/or

3.1.3 use the Product or any part of the Product for any commercial use other than as teaching and learning resources within the Individual/Organisation.

3.2. Any individual purchasing the Product on behalf of an Individual/Organisation warrants that they have the authority to do so and agree to the Product Specific Terms on behalf of The Individual/Organisation.

3.3. The Individual/Organisation will need to appoint the purchase, as described in 3.2, as its Authorised User by creating a user account before access to The Product is granted.

3.4. Under the conditions of these Terms, access to Prime8 Coding will cease when the Licence Period for the Product expires.

4. OBLIGATIONS OF THE INDIVIDUAL/ORGANISATION AND AUTHORISED USER

4.1. The Individual/Organisation is responsible for the selection of the Product it purchases and whether the Product meets its and its Authorised Users requirements.

4.2. The Individual/Organisation and Authorised User's agree not to make available any username and/or password to anyone. If there has been a disclosure of username and/or password, The Individual/Organisation agrees to notify The Company promptly of such disclosure, so that it can take appropriate security measures.

4.3. The Individual/Organisation undertakes not to upload any User Materials onto Prime8 Coding or send and/or transmit to other Authorised Users, any content which is illegal, obscene, threatening, defamatory, discriminatory or be in violation of any rules, Intellectual Property Rights, regulations or laws.

4.4. The Individual/Organisation is solely responsible for the accuracy, legality, and compliance with the relevant laws and regulations in respect of the content which it sends to Authorised Users and/or the User Materials that is use to support the delivery of Prime8 Coding. You acknowledge that The Company does not operate or exercise control over, and accepts no responsibility for the User Materials.

4.5. In the event of a breach of the Obligations contained in Clause 4, The Company may, without giving notice to The Individual/Organisation, remove any User Materials and/or suspend access to Prime8 Coding and/or the Product.

4.6. The Individual/Organisation and Authorised Users acknowledge that they are solely responsible for the appropriate use and adaptation of the Product for the use by students/pupils.

4.7. The Individual/Organisation agrees to promptly notify The Company of any errors or inaccuracies which relate to the Product. In this regard, please contact us using the "contact us" at Primasia.schools@prime8intl.com or write to Prime8 International Limited, Timberly, South Street, Axminster, Devon, EX13 7LG.

4.9. The Individual/Organisation is solely responsible for configuring all and any computer devices using the product. It is also incumbent on The Individual/Organisation to, and to provide its own virus protection software. To access Prime8 Coding and the Product.

4.10. The Individual/Organisation warrants that any Personal Data which is provide to The Company by The Individual/Organisation complies fully with all relevant data protection laws and agrees to indemnify and keep The Company indemnified against any breach by The Individual/Organisation of such data protection laws.

4.11. The Individual/Organisation agrees to indemnify and keep The Company indemnified for any losses, damages, fines arising from or connected to any breach by it and/or its Authorised Users of any or all Clauses within Claus 4 and 9.3.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The Individual/Organisation acknowledges that The Company owns all Intellectual Property Rights in Prime8 Coding, the Software and the Product. The Company does not grant The Individual/Organisation any rights to or in any Intellectual Property Rights or any other rights or licences.

5.2 The Individual/Organisation warrants that any User Materials utilised by The Individual/Organisation in the delivery of Prime8 Coding will not infringe the Intellectual Property Rights of any third parties.

5.3 If The Individual/Organisation becomes aware of any Intellectual Property Rights infringement or potential Intellectual Property Rights Infringement involving Prime8 Coding, the Software and/or the Product, The Individual/Organisation must inform The Company as soon as any infringement is noticed. The Company will investigate and use all endeavours to resolve any such infringement and keep The Individual/Organisation fully informed of any action to be taken by The Company.

6 WARRANTIES

6.1 Subject to the provisions in these Terms The Company warrants to The Individual/Organisation that they will use reasonable endeavours to ensure that Prime8 Coding is available to the Individual/Organisation.

6.2 The Individual/Organisation accepts responsibility for the selection of Prime8 Coding and the Product to achieve its intended results.

6.3 The Company does not warrant that the use of Prime8 Coding and/or the Product will be uninterrupted or error-free.

6.4 The Company may, from time to time, carry out scheduled maintenance and upgrade to The Product and/or Software.

6.4 The Company shall not be bound to any other conditions, representations, warranties or other terms, express or implied, except those contained within these Terms.

7. THE COMPANY'S OBLIGATIONS

7.1. We will:

7.1.1 use all reasonable endeavours to ensure that the Product and Software are accessible to the Individual/Organisation and Authorised Users;

7.1.2 provide the Individual/Organisation and its Authorised Users with general login credentials;

7.1.3 provide The Individual/Organisation with support on how to use Prime8 Coding when necessary;

7.2 In the event that the Individual/Organisation or its Authorised Users are unable to upload any Prime8 Coding software, The Individual/Organisation shall contact The Company for technical support at:

Prime8 Coding Team,
Prime8 International Limited,
Timberly, South Street, Axminster, Devon, EX13 7LG
Email: primasia.schools@prime8intl.com

8. WITHDRAWAL OF PRODUCTS

8.1 We reserve the right at any time to withdraw the Product including any components within the Product (e.g. an activity) for any reason including:

8.1.1 if we no longer retain the right to publish such material; or

8.1.2 if in our sole discretion, we believe that such material may infringe the Intellectual Property Rights of third parties or is defamatory, obscene, unlawful or otherwise objectionable.

In the circumstances above, we shall notify the Individual/Organisation of such withdrawal as soon as reasonably practicable.

8.2 On receipt of the notice referred to in Clause 8.1, the Individual/Organisation shall promptly inform its Authorised Users and the Individual/Organisation agree to

immediately cease all use of the withdrawn material and shall comply with The Companies instructions with respect to the deletion and/or removal of such withdrawn material.

9 LIABILITY

9.1 This Clause 9 sets out the entire financial liability of The Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to The Individual/Organisation including those arising from breach of contract, use made by The Individual/Organisation of Prime8 Coding, the Software and/or the Product, and representation, statement or tortious act or omission (including negligence) arising under or in connection with The Individual/Organisation's use of Prime8 Coding, the Software and/or the Product.

9.2 Nothing in these Terms excludes our liability for death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation.

9.3 Subject to Clause 9.2 we shall not be liable to The Individual/Organisation for any:

9.3.1 indirect, consequential and/or special loss or damage;

9.3.2 loss of profit (direct or indirect);

9.3.3 loss of revenue, loss of teaching time or loss of business (in each case whether direct or indirect);

9.3.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

9.3.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect);

9.3.6 wasted management, operational or other time (in each case whether direct or indirect);

9.3.7 loss of any data, content and/or material (in each case, whether direct or indirect);

9.3.8 loss or damage arising out of any failure by us to keep full and up to date back-ups and security copies of any User Materials; and/or

9.3.7 liability of any of the other parties to third parties (whether direct or indirect),

arising out of or in connection with these Terms and/or in connection with The Individual/Organisation's use of Prime8 Coding, the Software and/or the Product, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of our obligations under these Terms.

9.4 Subject only to Clause 9.2 but without prejudice to Clause 9.3, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the Fees paid The Individual/Organisation to us during the 12 months preceding the date on which the claim arose or £5000 (whichever higher). The Individual/Organisation acknowledge that this limitation is reasonable.

9.5 As Product are purchased by the Individual/Organisation and made available by the Individual/Organisation to its Authorised Users, The Individual/Organisation as an Authorised User of your Individual/Organisation, irrevocably agree not to bring or threaten to bring any claims or proceedings directly against The Company. Any claims, proceedings, problems, dissatisfaction or issues which The Individual/Organisation have should be brought or raised directly with your Individual/Organisation. If any Authorised Users bring or threaten to bring any claims or proceedings against The Company, the Individual/Organisation shall indemnify and keep The Company indemnified against any costs, losses, damage and/or expenses incurred by The Company.

10 TERM AND TERMINATION

10.1 Unless expressly stated otherwise in the Product Specific Terms, The Individual/Organisation agree that the licence to access the Product shall automatically extend for a period of 12 months ("**Extended Licence Period**") at the end of the Initial Licence Period and at the end of each Extended Licence Period, unless either party gives notice to the other party, not later than 7 days before the end of the Initial Licence Period or the relevant Extended Licence Period (as the case may be), to terminate such licence.

10.2 Without prejudice to any rights which have accrued under these Terms, The Individual/Organisation or The Company may terminate these Terms if the other party:

10.2.1 is in material breach of any of its obligation under these Terms and if such breach is remediable, fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

10.2.2 is made bankrupt, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if the other party ceases or threatens to cease to trade, or if the other party makes an assignment for the benefit of, or a composition with its creditors or other arrangement of similar import or has a receiver, administrative receiver, administrator or a similar officer appointed over all or a substantial part of its assets, or if a petition is passed or an order is made by a court of competent jurisdiction or resolution is passed for the winding up of the other party (other than for the purpose of a bona fide solvent reconstruction or amalgamation) or any similar circumstances arise in any jurisdiction.

11 EFFECT OF TERMINATION

11.1 On expiry or termination of these Terms or the right to use Prime8 Coding for any reason and subject to any express provisions set out elsewhere in these Terms:

11.1.1 all outstanding sums payable by the Individual/Organisation to The Company shall immediately become due and payable;

11.1.2 all rights and licences granted to The Individual/Organisation to use the Software and Prime8 Coding to these Terms shall cease;

11.1.3 all access to The Product shall cease

11.1.4 In the event that The Company has issued any Product related information (such as but not exclusively, hard copy information, computer hardware, teaching aids) The Individual/Organisation shall, return and/or destroy all copies of the Product and content made available by The Company to The Individual/Organisation as may be advised by The Company to The Individual/Organisation.

11.2 Termination shall not affect any accrued rights and liabilities of the parties as and the continuation of any provision expressly or implied to survive, shall not be affected.

11.3 If The Individual/Organisation's access to the Product ceases (e.g. the Licence Period has expired), The Individual/Organisation will no longer be able to access the Product.

12 FORCE MAJEURE

12.1 In cases of Force Majeure, such as legal or official bans, natural disasters, power cuts, war, terrorism, epidemic disease, or other events over which The Company has no control, the obligation to supply The Product shall be suspended until such time as the effects of such Force Majeure have ceased. The Company shall use its best efforts to mitigate the effects of any force majeure.

12.2 In the event of Force Majeure, the Company shall not be held responsible for any loss, damage or failure of The Product and/or software or any equipment owned by and used by The Individual/Organisation in conjunction with the Produce, due to the effects of Force Majeure.

13 MISCELLANEOUS PROVISIONS

13.1 This Agreement constitutes the entire agreement and understanding between The Company and The Individual/Organisation and supersedes all prior discussions and agreements, oral or written. No waiver, modification or amendment to this Agreement shall be valid unless in writing, signed by duly authorised representatives of both parties.

13.2 The Individual/Organisation is not entitled to assign or transfer any obligations or rights to third parties without prior written approval of The Company.

13.3 Should any provision of this Agreement be or become wholly or partially invalid or unenforceable, this shall have no impact on the effectiveness or enforceability of the other provisions. Any ineffective or unenforceable provision shall be replaced by a new provision that most closely approximates to the original meaning of the ineffective or unenforceable provision. The same shall apply in case of any unintentional gaps.

14 APPLICABLE LAW AND JURISDICTION

14.1 These Terms and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

14.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and/or The Individual/Organisation's use of Prime8 Coding and the Software.

14.3 Notwithstanding Clauses 16.1 and 16.2, nothing in these Terms shall limit the right of The Company to take proceedings against The Individual/Organisation in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

15 NOTICES

15.1 All notices by either party given under this Agreement shall be in writing and shall be sent by hand, registered or certified mail, return receipt requested, by overnight courier, or by fax.

15.2 All such notices in 15.1 shall be effective upon receipt. Either party may designate a different notice address from time to time upon giving ten (10) days' prior written notice thereof to the other party.