01 June 2026

RM Compare Subscription
Licence Terms and Conditions

RM COMPARE SUBSCRIPTION LICENCE TERMS AND CONDITIONS FOR THE SUPPLY OF THE RM COMPARE SERVICE (EFFECTIVE 01 JUNE 2026).

BY USING OR ACCESSING THE RM COMPARE SOFTWARE CUSTOMER CONFIRMS THAT IT HAS READ, UNDERSTOOD AND AGREES TO THESE RM COMPARE SUBSCRIPTION LICENCE TERMS AND CONDITIONS AND THE SPECIAL TERMS APPENDED HERETO ("TERMS AND CONDITIONS") GOVERNING ITS USE OF THE SERVICE.

THESE TERMS AND CONDITIONS APPLY TO THE EXCLUSION OF ALL OTHER TERMS AND CONDITIONS THAT THE CUSTOMER MAY HAVE PROPOSED AND/OR ANY OTHER TERMS OR CONDITIONS THAT MAY HAVE BEEN AGREED EITHER IN WRITING OR ORALLY BETWEEN CUSTOMER AND RM.

This Agreement is made as of the Effective Date between RM Education Assessment Ltd of 142B Park Drive, Milton Park, Abingdon, Oxon, OX14 4SE ("**RM**"), and the Customer.

RM and the Customer may each be referred to as a "**Party**" and together as the "**Parties**".

1 DEFINITIONS

'Administrator(s)' means a Licence Centre Administrator or System Administrator.

'Agreement' means the agreement between Customer and RM for the provision of the Service(s) incorporating these Terms and Conditions and the Order, together with any document referenced in them.

'Confidential Information' shall mean and include all information which the disclosing party reasonably regards as confidential (which in the case of RM shall include without limitation all of RM technical materials, software, trade secrets, documentation and pricing) but shall exclude information which:

(a) is already in the public domain or comes into the public domain other than as a result of a breach of this Agreement;

(b) the receiving party can demonstrate was developed independently of information received from the other party;

(c) is required to be disclosed by statute (but not contractual obligation); and

(d) is received from a third party who is entitled to share such information without restriction.

'Customer' means the organisation whose name is set out on the Order and is granted access to a Licence code, accessible by any of its authorised Users.

'Customer Data' means any data, information or material provided or submitted by Customer or Users in the course of using the Service, including, without limitation, Personal Data and Special Categories of Personal Data relating to Users. Customer Data excludes Derived Data and Feedback Data.

'Data Protection Legislation' means all applicable data protection and privacy legislation in force from time to time in the UK (including, but not limited to, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)) and/or b) to the extent that the General Data Protection Regulation EU 2016/679 ("EU GDPR") applies, the law of the European Union or any member state of the European Union to which Customer is subject, which relates to the protection of Personal Data.

'**Derived Data**' means any data which is derived from the Customer's use of the Service or the processing of Customer Data, which shall include:
(i) any data which is processed and stored as mathematical constructs; and (ii) statistical or aggregated data. Derived Data does not include any Personal Data or Customer Data.

'Feedback Data' means any input given by Customer and any of its Users regarding the Service including, without limitation, comments or suggestions regarding the possible creation, modification, correction, development, improvement or enhancement of the Service.

Indirect Losses' means losses that do not occur naturally or directly from the breach(es) complained of and includes the following:

(a) loss of profits;
(b) loss of sales or business;
(c) loss of agreements or contracts;
(d) loss of anticipated savings;
(e) loss of use or corruption of software, data, or information;
(f) loss of or damage to goodwill; and indirect or consequential loss.

'Initial Term' means the minimum period during which the Customer contracts with RM for the provision of the Services. This Agreement commences on the Start Date for a Term of 12

months, unless otherwise specified in the Order, and any Renewal Term thereafter.

'IPR' means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

'**Item(s**)' means a piece of written work or image(s) or video or audio recording.

'**Judge(s)**' means an assessor who reviews the Item and makes a Judgement in the course of a Session.

'**Judgement(s)**' means the Judge's assessment of the Item(s).

'Licence' means a Subscription licence granted to a Licence Centre Edition as set out in the Order and and defined in Schedule 2 under Special Terms.

'Licence Centre' means a defined group of Users.

'**Licence Centre Administrator**' means an Administrator who shares the responsibility of managing a Licence Centre with other Administrators. Assigned roles limit which tasks an Administrator can perform, for example, creating Sessions or managing Connectors.

'Licence Centre Edition' means a Licence Centre categorised at either a Basic Edition, Advanced Edition or Enterprise Edition level.

'**Malicious Software**' means any software program or code intended to destroy, interfere with, corrupt, or have a disruptive effect on program files, data or other information, executable code, or application software macros, whether or not its operation is immediate or delayed, and whether such software program or code is introduced willfully, negligently or without knowledge of its existence and including computer programs commonly referred to as viruses, worms, trojan horses, key-loggers, and spyware.

'Order' means the order placed by the Customer which shall identify the provision of the Services by RM to the Customer which forms part of this Agreement and is described in the Product Part.

'Plan' means an Advanced Licence Centre Licence with each Plan providing a range of tiers as set out in Schedule 2.

'Renewal Term' means a further 12-month Term after the Initial Term.

'Service(s)' means access to the RM Compare software and associated support and training services, as developed, operated, and maintained by RM, accessible via a designated website https://compare.rm.com, to which Customer and its Users are granted access under this Agreement.

"**Session(s)**" means adding a number of Items to be assessed by a Judge or Judges in order to make a Judgement by comparing each Item against another to create a rank.

'Special Terms' means the additional terms and conditions applicable to the Licence Centre Editions, Plans and tiers as set out in Schedule 2.

'Start Date' means the date in which the terms of this Agreement are accepted by the Customer and access to the Service is provided by RM.

'Sub-Processors' means RM's sub-processors.

'Subscription' means a Licence purchased by the Customer which entitles authorised Users to access and use the Service.

'Subscription Licence Fee" is the annual fee for the Subscription which may be increased each year (other than the first year) at RM's sole discretion.

'Support Services' means support to the Customer provided by RM Monday to Friday (excluding UK Bank Holidays) during the hours of 09:00 to 17:00.

'Suppliers' means companies that supply software, hardware or services to RM that are required to deliver the Service.

'System Administrator' means an Administrator who has DataShare access to more than one Licence Centre.

'Taxes' means any tax of any kind that may be payable in any jurisdiction as a result of the performance by RM of its obligations under this Agreement but excluding (for the avoidance of doubt) UK corporation tax.

'Term' means the Initial Term and any subsequent Renewal Term.

'**UK GDPR**' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

'**Unacceptable Content**' means any material of any nature whatsoever which is or contains any material that: (i) is or may be defamatory, obscene, in contempt of court or in contravention of any law or regulation or infringes the rights of any third party; and/or (ii) promotes violence or discrimination based on race, sex, sexual orientation, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or (iii) is Malicious Software.

'User(s)' has the meaning(s) as set out in Schedule 2.

2. COMMENCEMENT AND DURATION

2.1 This Agreement commences on the Start Date and continues until the end of the Initial Term and may not be terminated by Customer until this period has elapsed or otherwise terminated earlier in accordance with clauses 7.1 and 7.2.

2.2 Subject to clause 2.1, unless the Customer gives RM 30 days' written notice to terminate in accordance with clause 7.1 prior to expiry of the Initial Term and any subsequent Renewal Term, this Agreement shall automatically renew for a further period of 12 months.

3 LICENCE GRANT AND RESTRICTIONS

3.1 Upon the entering into this Agreement, RM agrees to provide the Customer with a non-exclusive, limited, non-assignable licence to access the Service. Customer is not authorised to allow other entities to access or use the Service other than as provided under this Agreement and Customer will not charge any User for access or use of the Service other than as provided under this Agreement and/or with RM's written consent.

3.2 This Agreement licences the Service to be used by the Customer and the total number of Users (where applicable) as set out in the Order and/or Special Terms.

3.3 All rights not expressly granted in this Agreement are reserved to RM. No rights are granted by implication.

3.4 RM reserves the right to audit and review Customer's number of Users at any time to confirm that Customer's usage of the Service is in accordance with the terms of this Agreement. RM shall be entitled to invoice Customer during the Term should the number of Users exceed that stated in the RM Compare Order.

3.5 Customer grants RM, free of charge an unlimited, non-exclusive, worldwide licence to use Customer data in order that RM may provide the Service to the Customer.

4 PAYMENT

4.1 Payments for the Initial Term of a Subscription shall be made in accordance with the terms of the relevant Order.

4.2 Payments for any Renewal Term of a Subscription (where applicable) shall be as set out in an Order or in RM's Product Part and invoice sent to the Customer upon automatic renewal, as set out in clause 2.2 above.

4.3 Customer shall pay all Invoices within fourteen (14) days' of date of invoice (time being of the essence). All prices are exclusive of any Sales Tax. Should Sales Tax be chargeable or due nonetheless, the Customer shall pay such Sales Tax to RM in addition to the Fees.

4.4 RM reserves the right to charge interest at the lower rate of (a) 8% per annum above the Bank of England base rate or (b) the highest rate applicable under the Governing Law, from time to time on any payment or any part payment overdue, calculated from the date due and to recover its expenses including legal fees and costs of collection.

4.5 Subject to clauses 4.1 and 4.2 above, RM may, without liability to the Customer, suspend access to the Service(s) for such period (in its absolute discretion) as RM deems necessary, where the Customer is in material breach of the terms of this Agreement by failing to pay a valid invoice when it becomes due, unless otherwise agreed in writing with RM.

4.6 Subject to clause 4.2 above, in addition to any other increases (including increases in third party costs), RM reserves the right, on the commencement of each Renewal Term to increase the annual Subscription Licence Fee of an Order to reflect any increase in inflation in the UK. Such increase shall be on forty-five (45) days' notice to the Customer prior to expiry of the then current Term and calculated such that the Fees are increased by the higher of either: (i) increases in the Consumer Prices Index in the UK during this period; or (ii) 3% (three percent).

5 CUSTOMER RESPONSIBILITIES

5.1 If Customer or Customer User(s) disclose or share User account details with any third party or allow any third party to use the Service on Customer's behalf or violate the terms of this Agreement in any other way, Customer agrees to indemnify RM and its Suppliers for any losses costs or damages incurred by RM or its Suppliers as a result of Customer actions. If RM reasonably believes that an account is being used in any way which is not permitted by RM, RM reserves the right to cancel access rights immediately without notice and to block access to all Users from that account. RM will use reasonable efforts to notify Customer promptly after taking such action.

5.2 Customer is solely responsible for acquiring and maintaining all computer hardware and software, telephone and communications equipment needed for access to and use of the Service. Customer is solely responsible to obtain all appropriate and necessary consents and authorisations from any third party and/or Users required or appropriate in order to disclose or use any Customer Data, including without limitation personally identifiable information about Customer Users, to RM to provide or use such information in connection with the Services. Customer will be responsible for Customer use and access of Customer Data in a manner consistent with Customer obligations to third parties.

5.3 As part of the Service Customer acknowledges and accepts that RM may use the Customer Data and may track and analyse the Customer's use of the platform, including for the purposes of producing Derived Data. Derived Data may be used by RM to improve the performance and functionality of the Service, including RM's algorithms, or to create and/or develop improvements, updates, upgrades, modifications and derivative works thereof. RM

may disclose or publish Derived Data.

5.4 Customer owns and has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and IPR ownership or right to use of all Customer Data and RM shall not be responsible or liable for the deletion, correction, destruction, damage, loss of or failure to store any Customer Data. Customer will maintain back-up copies of such Customer Data to the extent that Customer requires such back-up copies.

5.5 Customer shall be responsible for procuring any necessary insurances regarding Customer use of the Services.

5.6 Customer agrees to ensure that no User will introduce any Malicious Software into any computer equipment or system or software of RM. Customer further agrees to use virus-checking software before downloading any material from the Internet or the Service and, unless otherwise agreed, shall be responsible for applying anti-virus software to protect Users' machines and networks.

5.7 Customer agrees to ensure that no User will use the Service for the purposes of storing, transmitting or receiving any Unacceptable Content.

6 INTELLECTUAL PROPERTY

6.1 Title to all RM Confidential Information, Feedback Data, Derived Data and all IPR belonging to RM herein including, for the avoidance of doubt, RM Compare ("**RM IPRs**") shall at all times remain vested in RM or its licensors. RM Compare is a registered trade mark and at no time shall Customer or any User gain any title to any such software or be entitled to receive a copy of the RM software that is used to provide the Service.

6.2 Subject always to the provisions of Clause 6.1, Customer shall ensure that Users shall treat the Service like any other copyrighted material (e.g. a book or musical recording).

6.3 Customer undertakes not to perform (nor allow any User to perform) any of the acts referred to in Clause 6.4 except to the extent and only to the extent permitted by law as a lawful user of the Service and only then for the specific limited purpose permitted by law or in this Agreement.

6.4 Customer undertakes (including on behalf of all Users):

6.4.1 not to copy the Service (other than for normal system operation and as expressly specified in this Agreement) nor otherwise reproduce the same;

6.4.2 not to translate, adapt, vary, or modify the Service;

6.4.3 not to disassemble, decompile or reverse engineer the Service;

6.4.4 not to remove, obscure or modify any notice of patent, copyright, trademark or other proprietary rights notice on the Service;

6.4.5 not to sub-Licence, distribute, rent, lease, or otherwise transfer the Service or any unique access code or copy the Service other than as expressly provided in this Agreement;

6.4.6 not to make the Service accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;

6.4.7 not to use the Service to attract customers away from RM or to procure commercial advantage over RM or to use it in any other way which is likely to be directly or indirectly detrimental to RM or its business;

6.4.8 not to reproduce or transmit to or store in any website any part of the Service, nor disseminate in any electronic or non-electronic form any of the pages or parts thereof, nor include any of the foregoing in any public or private electronic retrieval system or service;

6.4.9 not to enable a third party to do any of the acts set out in this Clause 6.4;

6.4.10 not use the Service to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any Malicious Software; and

6.4.11 not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without RM's express prior written consent.

6.5 If notified promptly in writing of any action (and all prior claims relating to such action) brought against Customer, based on a claim that any User's use of the Service infringes a UK patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation or other dispute resolution process arising out of a claim of infringement for a UK patent or copyright, or if in RM's opinion, the Service is likely to become the subject of a claim of infringement of a UK patent or copyright, RM will at its option and expense either procure for Customer and any Users the right to continue using the Service, replace or modify the same so that it becomes non-infringing, or refund any pre-paid unused amount and terminate the licence to the Service. RM will not have any liability to Customer under any provision of this clause if the infringement or claim thereof is based upon:

6.5.1 use of the Service in combination with other equipment or software not supplied by RM; or

6.5.2 the use of the Service in carrying out any patented process.

6.6 Clause 6.5 (above) states the entire liability of RM and Customer's sole remedy with respect to infringement of patents or copyrights by the

service or any part thereof or by its operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.

6.7 RM is not responsible for monitoring any content or information submitted by Customer or any of Customer's Users. Customer should implement policies and procedures to ensure all content Customer or Customer Users submit to the Service are appropriate for the Users, meet with Customer requirements, and in conformance with this Agreement. Customer will hold RM harmless against any expense, judgment, liability or loss, or infringement of any IPRs which results from (a) Customer provision of the Customer Data to RM or the Service, (b) RM's compliance with Customer or any User's instructions, (c) use by RM of any Customer Data or other materials or information provided by Customer or any User, or (d) the violation of any law, regulation or third party right by any content, data or information provided by Customer or any of Customer Users, or (e) Customer or Customer User's violation of this Agreement.

6.8 RM may update, modify, change features, improve or extend the Service and the Terms and Conditions from time to time. The latest Terms and Conditions can be found on the RM website at www.rm.com/terms. Changes will be effective immediately following posting unless otherwise notified to Customer in writing. By continuing to use the Service after RM posts such variation or amendment, Customer accepts the Terms and Conditions as amended.

7 TERMINATION AND SUSPENSION.

7.1 Either Party may terminate this Agreement by giving no less than 30 days' notice in writing to the other prior to the end of the Initial Term or the end of any Renewal Term.

7.2 Either party may terminate this Agreement where the other party materially breaches its obligations under this Agreement and the defaulting party fails to remedy such breach within thirty (30) days of written notice requiring its remedy.

7.3 RM may terminate this Agreement upon written notice to Customer (which would automatically terminate any related Licence(s)) if Customer fails to pay any sums to RM in respect of the Service on the due date of payment.

7.4 If the Customer introduces any Malicious Software (see Clause 6.4.10), uploads Unacceptable Content or in exigent circumstances in order to maintain the integrity of the Service, RM shall be entitled to suspend the delivery of the Service to the Customer for such period as RM (in its absolute discretion) deems necessary or desirable to deal with and/or resolve (as appropriate) the effects of the same.

7.5 RM may terminate this Agreement without cause (which would automatically terminate any related Licence(s) provided by RM) by giving not less than thirty (30) days' prior written notice to Customer.

8 WARRANTY DISCLAIMER

8.1 The Customer acknowledges that RM provides no warranties, conditions, guarantees or representations relating to the Service, whether express, implied or statutory, or otherwise oral or in writing except as provided in this Agreement and except as to statute implied terms as to title. RM further provides no warranty that the Service(s) or software will be uninterrupted, or timely, secure or error free.

9 DATA PROTECTION

9.1 In the Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Process, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the Data Protection Legislation and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by Customer and its Users in connection with the Agreement.

9.2 The Customer acknowledges that it is a Controller and that RM is a Processor. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 9 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

9.3 RM shall:

9.3.1 ensure that its employees shall, Process the Data only on the Customer's instructions as set out or referred to in the Agreement to provide the Service;

9.3.2 provide appropriate technical and organisational measures to:

9.3.2.1 ensure the protection of the rights of the Data Subjects; and

9.3.2.2 ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;

9.3.3 take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Service, including duties of confidentiality under any employment contracts;

9.3.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation with respect to security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;

9.3.5 notify the Customer without undue delay after becoming aware of a Personal Data Breach;

9.3.6 notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;

9.3.6.1 at the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Service relating to Processing, except that: RM may keep any Data, if required by any applicable laws to store the Personal Data; and

9.3.6.2 RM may keep Data stored in any system back-ups; and

9.4 maintain complete and accurate records and information to demonstrate its compliance with this Clause 9 and provide access to the same for the purpose of a Customer conducted audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice to RM, must be conducted within RM's normal business hours, cause minimal disruption to RM, and be at Customer's sole cost.

9.5 The Parties acknowledge that RM will also use services and/or products from sub-processors in order to provide the Service under the Agreement and that, in doing so, RM may transfer Data to such sub-processors. Accordingly:

9.5.1 Customer consents to the appointment by RM of the sub- processors listed on our website here.

9.5.2 RM may appoint new sub- processors or make changes to the list on our website here provided that it notifies Customer in writing at least 14 days before a new sub-processor is granted access to Data; and

9.5.3 Customer may reasonably object in writing to any new sub-processor. If the Parties cannot agree on a solution within a reasonable time, either party may terminate this Agreement.

9.6 RM shall:

9.6.1 agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on RM pursuant to this Clause 9; and

9.6.2 if applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.

9.7 Customer agrees that, to provide the Service under the Agreement, RM may transfer the Data to sub-processors as set out in this Clause.

9.8 RM may transfer the Data outside the United Kingdom and the European Economic Area ("**EEA**") to third countries which, at the time of the transfer, are not covered by adequacy regulations made by the Information Commissioner's Office or the European Commission under the Data Protection Legislation for the purpose of the transfer of personal data pursuant to the Data Protection Legislation (each an "**International Transfer**"). For each International Transfer, RM shall ensure that an agreement is in place with the relevant sub-processor(s) which shall incorporate the EU Standard Contractual Clauses ("**EU SCCs**") and UK International Data Transfer Addendum to the EU SCCs for the transfer of Personal Data (the "**EU SCCs and UK Addendum**"). Under this Clause 8.7, RM may make International Transfers to the sub-processors located outside the EEA as set out on our website here.

9.9 RM shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to Clause 9.5.

9.10 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to RM in connection with, and for the duration of, the Service provided under the Agreement.

9.11 The Customer shall indemnify and hold harmless RM against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Clause 9 by the Customer and/or its employees, agents and/or sub- contractors.

9.12 The Customer acknowledges that RM is reliant on the Customer for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from the Customer's instructions.

9.13 Schedule 1 sets out the following information regarding the Data: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of RM.

9.14 RM may also act as an independent Data Controller for the purpose of contract management, and as further set out in RM's privacy policy which can be found at www.rm.com

10 CONFIDENTIALITY

10.1 The information that Customer provides to RM will be used by RM for the effective administration of its services and to communicate with Customer and Users generally.

10.2 The Customer agrees to keep RM's Confidential Information secure and to implement such security measures on RM's Confidential Information as it employs on its own Confidential Information, but in no event will Customer use less than reasonable measures to protect RM's Confidential Information. Customer acknowledges and agrees the software used to provide the Services constitutes RM's Confidential Information. Customer agrees that Customer will not disclose any of RM's Confidential Information to any third party without RM's prior written consent.

11 LIMITATIONS AND EXCLUSIONS OF LIABILITY

11.1 Customer agrees that RM will not be liable for any loss arising out of the provision of services by any company, organisation or person other than RM or for any loss caused by Customer's failure to perform Customer obligations under this Agreement. In particular but without limitation to the generality of the foregoing.

11.2 RM shall not be responsible nor liable for the inability to access the Service or any impairment in using the Service where such inability or impairment results from any incompatibility between any hardware or software used by the Customer, unless such items have been supplied by RM specifically for use with the Service.

11.3 RM's liability shall be unlimited in respect of: (a) any death or personal injury caused by its negligence or that of its employees, agents or contractors; (b) fraud; (c) for any other matter in respect of which law prescribes that liability may not be excluded or limited.

11.4 Subject to Clause 11.2 (above), RM's liability under or otherwise arising out of this Agreement in respect of Indirect Losses shall be excluded, in each case howsoever arising, in connection with or arising out of the supply, functioning or use of the Service even if RM shall have been advised of the possibility of such potential loss.

11.5 Save for clauses 11.2 and 11.3 (above), the maximum aggregate liability of RM whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatever and howsoever arising from or in any way connected with the Service shall be limited to the fees paid or payable in respect of the Service, or, in the event no fees are payable, the sum of £50. This limit shall also apply in the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and RM becomes liable for loss or damage that could otherwise have been limited.

12 REGULATORY COMPLIANCE

12.1 The Parties shall comply with Modern Slavery Laws and Anti-Bribery Laws.

13 NOTICE

13.1 Any notices the Customer may wish to serve on RM must be sent by first class registered post to RM's registered office address or by email to the following email addresses:

companysecretary@rm.com;
rmcompare@rm.com

13.2 RM may give notice to Customer by means of a general notice on the Service, email to Customer's e-mail address on record in RM's account information or by first class mail to the address on Customer record held by RM.

13.3 Pursuant to clauses 13.1 and 13.2 above, any such correctly addressed notices shall be deemed to have been given upon the expiration of 48 hours after posting (if sent by first class mail) or 12 hours after sending (if sent by email).

14 ENTIRE AGREEMENT

14.1 This Agreement (including any Special Terms) constitutes the entire agreement between RM and Customer with respect to the subject matter herein and supersedes any previous agreement between RM and Customer.

14.2 No Customer terms and conditions or any other Customer document submitted at any time by Customer shall form any part of the Agreement.

15 FORCE MAJEURE

15.1 Neither Party shall be liable the other for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to terrorism, fire, flooding, lightning, storm, power surges and failures, failure of suppliers, telecommunications disruptions, industrial disputes and other similar action, global health emergency or pandemic, earthquakes and acts of God.

16 NON-WAIVER

16.1 Failure by either Party to exercise or delay exercising any of the terms of this Agreement shall not constitute or be deemed to be a waiver of its rights under this Agreement nor prejudice its rights to take subsequent action.

17 NON-ENFORCEABILITY

17.1 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice the continuation in force of any other part of this Agreement.

18 ASSIGNMENT

18.1 This Agreement may not be assigned by Customer without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion). RM shall be entitled to assign the benefit of this Agreement to any other third party upon giving notice to Customer to that effect. RM shall also be entitled to use subcontractors at its discretion in order to provide the Service.

19 THIRD PARTY RIGHTS

19.1 Nothing in this Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20 GOVERNING LAW

20.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature) shall be governed by English law. The Parties hereby submit to the exclusive jurisdiction of the English courts.

Schedule 1

PROCESSING OF PERSONAL DATA
ARTICLE 28(3) GDPR

Article	Description	Details
28 (3)	**Subject matter of the processing**	RM will process Data in accordance with the Agreement and the instructions of the Customer in relation to the Service until the expiry or valid termination of the Agreement. The subject matter will be the processing of any User responses and the management of User accounts.
	Nature and purposes of the processing	RM shall carry out the Processing of Data on behalf of and as instructed by the Customer in respect of the relevant Service and in accordance with this Agreement. The nature of the Processing shall include any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. The purpose of the Processing shall be to provide the Service.
	Type of Personal Data	RM processes the following types of Data on behalf of the Customer when required to do so in order to provide the Services: • Name; • Username; • Contact information; • Organisation; • Educational and assessment data (including, but not limited to, Items, student responses, marks, Judges' comments, student number, pupil data); • Video footage; • Voice recordings; • Location data such as IP address; • Any other Data entered in RM Compare by the Customer and/or its Users or otherwise provided to RM.
	Categories of Data Subject	RM Processes Data for the following categories of data subjects on behalf of the Customer when required to do so in order to provide the Services: • Students; • Subscribers; • Users
	Duration of the processing	Unless otherwise requested in writing by the Customer, all Data will be stored for the duration of the Agreement.
28 (3) (a)	**Documented instructions**	All Processing is carried out in accordance with the Agreement.
28 (3) (b)	**Confidentiality**	Please see Clause 10 of the Agreement.
28 (3) (c)	**Security**	RM Compare is hosted in Amazon Web Services (AWS) which has certification for compliance with ISO/IEC 27001:2022, 27017:2015,

		27018:2019, 27701:2019, 22301:2019, 9001:2015 and CSA STAR CCM v4.0 (https://aws.amazon.com/compliance/iso-certified/).
		
		Technical controls include, but are not limited to:
		• Deployments inside AWS within customer specific Virtual Private Clouds
		• Strict access control with access restricted by Internet protocol (IP) address and multi-factor authorisation and handled through public/private keys
		• All endpoints and communication use Hypertext Transfer Protocol Secure (HTTPS).
		• A wide range of non-technical controls are used, including but not limited to:
		  ○ Physical security controls at RM offices
		  ○ Security policies, including Data Classification & Handling, Data Protection, etc.

28 (3) (d)	**Other processors**	See table below.
28 (3) (e)	**Data subject's rights**	RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.
28 (3) (f)	**Compliance**	Data processing carried out by RM will be compliant with Data Protection Legislation. Where appropriate, RM will assist the Customer in demonstrating such compliance.
28 (3) (g)	**Data deletion**	Prior to termination, customers can access RM Compare to download the Customer Data. At the date of termination, access to RM Compare will be revoked and customers will no longer be able to access the Customer Data. RM will delete all Customer Data from the RM Compare system within 30 days following the date of termination unless otherwise agreed with the Customer. At this point, the Customer Data will not be recoverable.
28 (3) (h)	**Transparency**	RM will make available to the Controller all information necessary to demonstrate compliance with its obligations.

Sub-processors are listed on our website here.

Schedule 2

SPECIAL TERMS

IN ADDITION TO THE TERMS AND CONDITIONS ABOVE, THE FOLLOWING SPECIAL TERMS SET OUT ADDITIONAL TERMS AND CONDITIONS WHICH ARE APPLICABLE TO A CUSTOMER'S PURCHASE OF A LICENCE CENTRE EDITION AND WHERE APPLICABLE THE CONNECTOR SUBSCRIPTION LICENCE.

RM Compare Special Terms apply to Customers who have purchased either the Basic Edition, Advanced Edition or Enterprise Edition Licence.

1. Definitions:

1.1 "**Advanced Edition**" provides three levels of plans including Advanced Plans, K12 Plans and HE Plans.

1.2 '**Advanced Plan(s)**' means a plan falling within an Advanced Edition and is described in Advanced Tiers.

1.3 '**Advanced Tiers'** means a tier split into small, medium, large and extra-large categories.

1.4 "**Basic Edition**" means the ability to create unlimited sessions in RM Compare with an unlimited number of Judges and Items (subject to the Fair Usage Policy) as well as participation in Multi-Cohort Sessions as further set out in the Features and Functionality document.

1.5 "**Connectors**" means a software configuration applicable to the Enterprise Edition that enables Licence Centre Administrators to build parent and child relationships between each Licence Centre.

1.6 "**Connector Subscription Licence**" means functionality that facilitates data transfer between RM Compare Centre Licenses through the establishment of 'parent and child' relationships.

1.7 "**Enterprise Edition**" means the Features and Functionality of the Advanced Edition benefits plus but not limited to the ability to lead and collaborate with other Licence Centres, manage Multi-Cohort Sessions and invite other Licence Centres to participate through Connectors to create Sessions at scale.

1.8 "**Features and Functionality**" means a document detailing the current Basic Edition, Advanced Edition and Enterprise Edition benefits which are available to view here.

1.9 "**Multi-Cohort Session(s)**" means large scale Sessions which can be established by setting up a single base session and inviting other establishments to join and contribute, through the creation of the parent-child relationship using Connectors.

1.10 **"Part Number"** means a SKU (Stock Keeping Unit) which provides a description of the Licence type and Product Part.

1.11 **"Product Part(s)"** describes the boundary(ies) of any Licence including the Term, number of: 1) Users, 2) Items, 3) Sessions, and Features and Functionality.

1.12 **"RM Compare Service**" means access to either the Basic Edition, Advanced Edition or Enterprise Edition and associated support and Training services as developed, operated and maintained by RM Compare.

1.13 "**Training**" means access to training on the online Website product portal and/or remotely via an online service.

1.14 "**Used Items**" means an Item that has been used in a previous Session and is now part of a current Session.

1.15 "**User(s)**" means Customer, its employees, students and anyone associated with a Licence Centre or anyone who in any way contributes to an RM Compare session as an Administrator or Judge, or who has an Item submitted for judging on their behalf.

1.16 "**Website**" means the RM Compare website which is located here.

Fair Usage Policy:

1.17 "**Fair Usage Policy**" means the total number of Used Items that can be added per Licence on a weekly basis. This number is calculated based on the number of Users allocated to a Licence Centre Edition in accordance with Paragraph 1.19 below.

1.18 If no specific number of Users is allocated to a Licence Centre Edition for the purpose of this calculation it will default to 100.

1.19 The total number of Used Items available on a Licence Centre Edition each week shall be limited to ten (10) times the total number of Users allocated to that Licence Centre Edition.

2. Subscription Licences

2.1 The Features and Functionality under a Subscription Licence are grouped together and described in Licence Centre Editions, namely Basic, Advanced or Enterprise Editions, with Enterprise being the most advanced.

2.2 Advanced Editions are split into Advanced Plans and Advanced Tiers. Tiering refers to the number of Users or Items and is described according to the level of tier, these being small, medium, large and extra-large. Currently, tiering only applies to Customers taking out an Advanced Edition.

3. Connector Subscription Licence

3.1 The purpose of a Connector Subscription Licence is to facilitate data transfers between Licence Centres through parent-child relationships.

3.2 Currently, only Licence Centres who have taken out an Enterprise Edition can own Connector Licences;

3.2.1 Only those Enterprise Edition Customers can act as a parent;

3.2.2 Only parents can use their valid Connector Licence to invite other Licence Centres to connect.

3.2.3 Any Licence Centre can accept invitations to connect to a Connector Licence as 'child'.

3.3 The process for making a connection begins with the parent providing instructions to another Licence Centre to enable them to join as 'child' ("**End User**"), this being managed through the respective admin interfaces.

3.4 Under a Connector Subscription Licence, the parent can accept or reject the connection request from the End User and if accepted, the End User can revoke the connection at any time, enabling each establishment to participate in as many or as few Sessions as they wish.

3.5 Notwithstanding the foregoing, a Licence Centre participating as an End User under a Basic Edition shall agree to the terms under this Agreement as both a contributor and participant in any Sessions.

4. Changes to a Licence Centre Edition

Any Customer who gives advance written notice to terminate an Advanced Edition or Enterprise Edition in accordance with clause 7.1 shall automatically revert to the Basic Edition and this Agreement shall continue on this basis unless the Customer otherwise notifies RM in writing.

5. Product Parts

5.1 An RM Compare Product Part refers to an individual component or module of the RM Compare system.

5.2 Product Parts may for example describe Enterprise Editions, Advanced Plans and Advanced Tiers and any add-ons such as Connectors which are listed here.

5.3 Each Product Part has a Part Number that is used to facilitate the Licence and subscription management process.