MASTER SERVICES AGREEMENT
TERMS & CONDITIONS

WELCOME TO MAYBO

We are the market leader in behaviour management and personal safety training. We strive to provide the best possible service and take our obligations extremely seriously. You can find out more about our products and services at www.maybo.com.

Some of the services are high risk and some are subject to regulation so it's critical that both parties comply with these Terms and Conditions. In particular, for us to provide the services safely and effectively, there are important things that we need you to do.

In the case of Subscription services, the Subscription Term will automatically renew each year and a fee increase may be applied at this time. If you wish you can terminate the Order before the fee increase takes effect.

In the case of On Demand Services, if either party cancels Training, cancellation fees will be payable to reflect the irrecoverable costs that may be suffered. We have made these fees mutual so in the rare event that we're forced to cancel, we pay you the same amount as you'd pay us.

We specifically draw your attention to **clauses 6.4 (disclaimer for Digital Resources), 8 (Responsibility for Learners & Client Trainers, 9 (Suitability of Training), 22 (Delivery and Assessment by Client Trainers), 27 (Client Obligations including in respect of Physical skills Training), 52 (Limitation of Liability), 53 (Indemnity) and 54 (TUPE indemnity).**

Everything you share with us is confidential and everything we share with you is confidential. Our resources are protected by copyright and are for the benefit of your staff only and are valid for the period indicated. We process your employee personal data in the capacity of a data controller. That's the plain English version, the formal version is below.

PART 1 – INTRODUCTION

(This Part 1 applies generally)

1. MSA STRUCTURE & APPLICATION

1.1 The Terms & Conditions together with the Sales Order(s) form the Master Services MSA ("**MSA**") between Maybo and Client. In the event of a conflict or inconsistency between these Terms & Conditions and a Sales Order, the Sales Order takes priority. If there is a conflict or inconsistency between the Appendices and the body of these Terms & Conditions, the Terms & Conditions shall take priority.

1.2 The Terms & Conditions consist of 5 parts and the Appendices:

(a) parts 1, 4 and 5 apply generally;

(b) part 2 applies where Client is purchasing Subscription Services;

(c) part 3 applies where Client is purchasing On Demand Services; and

(d) Appendix 1 (Joining Instructions for Physical Skills Training Participants), Appendix 2 (Maybo Technique Risk Assessments and Guidance) and Appendix 3 Maybo Venue Requirements for Physical Skills Training apply where Client is purchasing Physical Skills Training.

1.3 These Terms & Conditions apply to the exclusion of any terms and conditions which Client seeks to impose or which have been implied by law, trade custom, practice or course of dealing.

1.4 These Terms & Conditions will apply to all services provided by Maybo whether or not such services are specifically referenced within these Terms & Conditions and regardless of whether a Sales Order has been issued and/or signed.

2. MSA TERM

2.1 This MSA shall start on the Commencement Date and shall continue unless:

(a) terminated earlier for cause in accordance with clause 48 (Termination); or

(b) terminated for convenience by either Party on 30 days' written notice, in which case the 30 days' notice shall not be deemed to have expired until the completion of all live Orders.

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3. PROCESS FOR PLACING ORDERS (AND SUBSEQUENT ORDERS) FOR ALL SERVICES

3.1 Client may procure any of the Services by agreeing a Sales Order with Maybo pursuant to this clause 3.

3.2 Each Sales Order shall be agreed in the following manner:

(a) Client shall ask Maybo to provide any or all of the Services and provide Maybo with the necessary information to prepare a Sales Order for the Services requested;

(b) Maybo shall issue the Sales Order and both Parties shall electronically sign it, at which point it shall become binding on the Parties.

3.3 For the avoidance of doubt, Maybo shall not be committed to provide the Services until it has signed the Sales Order.

3.4 Once a Sales Order has been agreed and signed in accordance with clause 3.2(a), no amendment shall be made to it except in accordance with clause 65 (Variation).

3.5 Any quotes provided shall only be valid for the period stated.

3.6 Each Sales Order shall be part of this MSA and shall not form a separate contract to it.

4. SUBSCRIPTION SERVICES

4.1 Subscription Services will commence and expire on the date stated in the Sales Order and thereafter shall be automatically renewed for 12 months by way of successive renewal periods (each a "**Renewal Period**") unless or until:

(a) cancelled by Client where expressly permitted by the terms of this MSA;

(b) *termination prior to automatic renewal* – Client serves written notice to terminate an Order at any time prior to the end of the Initial Subscription Term or Renewal Period (as applicable), in which case the Order shall be deemed to terminate at the end of the Initial Subscription Term/Renewal Period (as applicable); or

(c) terminated in accordance with clause 48 (Termination for Cause).

4.2 With effect from the expiry of the Initial Subscription Term or Renewal Period (as applicable), Fees for Subscription Services will be increased annually on 90 days' written notice.

4.3 If Client does not accept the Fee increase or does not wish the Subscription Term to automatically renew, it can terminate the Order pursuant to clause 4.1(b) and the Order will be deemed to terminate at the end of the Initial Subscription Term or Renewal Period (as applicable).

5. ON DEMAND SERVICES

5.1 On Demand Services can be purchased at any time.

5.2 On Demand Services will commence on the date stated in the Order and continue until the Services have been performed or the rights granted have expired (as applicable), unless terminated earlier by either Party in accordance with clause 48 (Termination).

6. MAYBO OBLIGATIONS & WARRANTIES

6.1 Maybo shall:

(a) perform the Services using reasonable skill and care and in accordance with Good Industry Practice;

(b) use suitably qualified personnel for performance of the Services;

(c) comply with all Applicable Laws & Regulations relevant to the Services.

6.2 Maybo warrants that:

(a) the Services shall be provided in accordance with the applicable Service Descriptions in all material respects;

(b) it has capacity and authority and all necessary licences, permits and consents required under Applicable Laws & Regulations to enter into the MSA and provide the Services.

6.3 Maybo warrants that during the Subscription Term or period for which the rights are granted ("**Warranty Period**"):

(a) all Digital Resources shall be free from material defects and, where applicable, shall perform substantially in accordance with the functions described; and

(b) shall be of sufficient quality and quantity to enable the Learners to understand it and achieve the learning outcomes that underpin it.

6.4 Except for the warranty in clause 6.3, the Digital Resources are provided 'as is' without warranty of any kind, whether express or implied. Maybo does not warrant that the Digital Resources will meet the Client's requirements or that they will be uninterrupted or error-free. Maybo disclaims any warranties of merchantability or fitness for a particular purpose and Maybo is not responsible for any delays, delivery

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failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities. Client acknowledges that the Digital Resources may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.5 If, within the Warranty Period, Client notifies Maybo in writing of any defect or fault in the Digital Resources as a result of which it fails to perform substantially in accordance with this MSA, Maybo will, at its option, either rectify or replace the Digital Resource, provided that Client makes available all the information that may be necessary to help Maybo to remedy the defect or fault, including sufficient information to enable Maybo to recreate the defect or fault. This shall be Maybo's sole liability and Client's sole remedy under the warranty in clause 6.3. Any rectified or replaced Digital Resources shall be warranted for the remainder of the applicable Order.

6.6 The warranty shall not be applicable in the event that Client (including Client Trainer or Learner as applicable) is in breach of the MSA.

7. CLIENT GENERAL WARRANTY & OBLIGATIONS

7.1 Client represents and warrants that:

(a) it has full capacity and authority and all necessary licences, permissions and consents to enter into the MSA and receive the Services;

(b) the MSA is executed by a duly authorised representative of Client;

(c) it will comply with all Applicable Laws & Regulations relevant to the receipt of the Services; and

(d) it will provide all information that Maybo requires from time to time to provide the Services and for both parties' compliance with Applicable Laws & Regulations (Client acknowledges that where applicable, the provision of BILD ACT certified Restrictive Physical Skills Training is contingent upon Maybo submitting appropriate information to BILD ACT in the requisite timeframes).

8. RESPONSIBILITY FOR CONDUCT OF LEARNERS & CLIENT TRAINERS

8.1 Maybo's responsibility for the conduct of Learners and Client Trainers is limited to the issuing of appropriate instructions and guidance during Training sessions delivered by Maybo.

8.2 Client is responsible for the conduct of Learners and Client Trainers at all times, namely before, during and after the Training.

8.3 Nothing in these Terms & Conditions shall negate or dilute Client's legal obligations as the Learners' and Client Trainers' employer.

8.4 Client shall procure Learners' and Client Trainers' compliance with the provisions of this MSA.

8.5 Client is responsible for the acts and omissions of Learners and Client Trainers as if they were its own.

9. SUITABILITY OF TRAINING

9.1 Client understands and acknowledges that:

(a) Maybo prepares the content of the Training by selecting appropriate modules from its training bank and adding or removing content in accordance with Client's requirements, based on the information it has provided to Maybo. Further, Maybo is not aware of and does not take into account Client's internal policies. Client has confirmed that the content of the Training is acceptable by signing the Sales Order (and where applicable the Programme Declaration, which shall be incorporated into his MSA). For these reasons Maybo does not warrant that the Training will be fit for purpose; and

(b) with regards to eLearning, inevitably by its nature, it is no substitute for live training delivered in a classroom environment which includes an assessment. Maybo cannot and does not verify or assess Learners' or Client Trainers' level of engagement or their retention of the content. Client is responsible for determining whether eLearning is suitable and sufficient to meet its training needs bearing in mind the foregoing limitations.

10. REASONABLE ADJUSTMENTS

10.1 Where Maybo is delivering the Training, a Learner has a disability and Client and Learner consider that the Learner is fit and able to participate in the Training with reasonable adjustments in place, the Client must inform Maybo of the requested reasonable adjustments at least 10 Business Days prior to the start of the Course.

10.2 For the avoidance of doubt, where Client Trainers are delivering the Training, Client is responsible for implementing any reasonable adjustments required for Learners.

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PART 2 – SUBSCRIPTION SERVICES

A. eLEARNING HOSTING LICENCE

11. GRANT OF RIGHTS

11.1 In consideration of the Fees payable by Client, Maybo hereby grants Client a non-exclusive, non-transferable, non-sublicensable, revocable licence to:

(a) store one copy of the Client Hosted eLearning Course on its Learning Management System (LMS); and

(b) permit the number of Learners specified on the Sales Order to access and view the Client Hosted eLearning Course on its LMS and the Learner Resources,

during the Subscription Term, in accordance with these Terms & Conditions (including the Conditions of Use in clause 39.1(c)) solely for the purposes of Learners participating in the Client Hosted eLearning Course.

12. USAGE OUTSIDE OF SUBSCRIPTION TERM

12.1 Client acknowledges that the Client Hosted eLearning Course is only confirmed to be current and up to date for the Subscription Term. Usage outside this period will be chargeable in accordance with clause 39.1(b)(iii), is an irremediable material breach of this MSA and potentially puts Service Users and Learners at risk.

13. TESTING, DELIVERY & ACCEPTANCE

Testing

13.1 Client acknowledges that Maybo cannot guarantee the compatibility of the Client Hosted eLearning Courses with third party systems and platforms and that no warranty is given in this regard.

13.2 Client is required to test the technical compatibility and functional performance of the Client Hosted eLearning Course with Client's system and LMS in advance of the Order being placed. Maybo makes a test module available to Client solely for this purpose at https://www.maybo.com/resources/hosted-elearning. Failure to ensure the successful completion of this test prior to placing the Order will invalidate the warranty in clause 6.3 and relieve Maybo from any liability arising from the incompatibility of the Client Hosted eLearning Course with Client's LMS.

13.3 By signing the Sales Order, Client confirms that it is satisfied that the Client Hosted eLearning Course is compatible with its system and LMS.

Delivery & Acceptance

13.4 Maybo shall deliver one copy of the Client Hosted eLearning Course electronically to Client by sending hyperlinks to the email address provided by Client within 5 Business Days of signature of the Sales Order (unless the Client Hosted eLearning Course is customised in which case Maybo will send the hyperlinks as soon as reasonably practicable).

13.5 Client shall download the Client Hosted eLearning Course and upload it to its LMS.

13.6 Following delivery, if there are any issues with the Client Hosted eLearning Course (unrelated to compatibility issues which are governed by clause 13.2), Maybo shall use reasonable endeavours to correct the issues.

13.7 Client shall be deemed to have accepted the Client Hosted eLearning Course where any of the following apply:

(a) it fails to report any issues within 5 Business Days of delivery;

(b) it commences operational use of the Client Hosted eLearning Course;

(c) Maybo resolves the issues Client reported pursuant to clause 13.6.

14. SUPPORT

14.1 Maybo will provide up to 2 hours initial technical support to Client's internal LMS administrator to assist them in accessing the Client Hosted eLearning Courses and setting them up on Client's LMS. Any additional technical support required thereafter will be charged at an hourly rate of £100 plus VAT.

14.2 Client is responsible for providing requisite technical support direct to Learners including managing and administering their access to the Client Hosted eLearning Courses.

14.3 Maybo reserves the right not to provide or to cease providing the support in clause 14.1 where:

(a) Client has failed to perform a successful compatibility test before placing the Order;

(b) Maybo is unable to identify the cause of the issue and having taken reasonable steps is satisfied that the issue is not attributable to the Client Hosted eLearning Course; and/or

(c) Client/Learners were initially able to access the Client Hosted eLearning Course without issue indicating that the cause of the problem relates to a change/update in the LMS.

15. MAINTENANCE RELEASES & NEW VERSIONS

15.1 Maybo will provide Client with all Maintenance Releases generally made available to its clients. Maybo warrants that no Maintenance Release will

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adversely affect the then existing facilities or functions of the Client Hosted eLearning Courses. Client shall install all Maintenance Releases as soon as reasonably practicable after receipt (this will ensure Client is running the most up to date and supported content).

15.2 Maybo is under no obligation to continue to support the Client Hosted eLearning Courses where Maintenance Releases have not been implemented.

15.3 Maybo will offer any New Versions available to client free of charge where Client has at least 6 months of the eLearning Hosting Licence available at the date the New Version is to be released.

16. CANCELLATION

16.1 Once the Sales Order has been signed, the only circumstance where Client may cancel the Order is where Maybo has been unable to resolve any material issues with the Client Hosted eLearning Courses pursuant to clause 13.6 within 90 days of delivery. In this circumstance, where the Fees have been paid in advance, Maybo shall issue an appropriate refund for the relevant Client Hosted eLearning Course to reflect the extent of the Services not received, which shall be Client's sole remedy and Maybo's sole liability for any Losses suffered.

B. TRAIN THE TRAINER

17. TRAINING & ASSESSMENT OF CLIENT TRAINERS

17.1 Maybo shall use reasonable skill and care to train and assess Client Trainers with the aim that Client Trainers reach the requisite standard to achieve Certification, entitling them to deliver Licensed Programmes to Learners.

17.2 Initial and ongoing Certification of Client Trainers shall be awarded pursuant to Clause 40 (Certification).

18. TRAINING LICENCE TO DELIVER LICENSED PROGRAMMES

18.1 Subject to Client's and Client Trainer's compliance with the MSA, Maybo hereby grants Client a non-exclusive, non-transferable and non-sublicensable licence to:

(a) perform and display the Licensed Programmes in accordance with the Programme Specifications;

(b) use the Maybo name and names of Maybo techniques strictly in accordance with Maybo's Brand Guidelines,

in accordance with these Terms & Conditions (including the Conditions of Licence Grant in clause 19 and Conditions of Use in clause 39.1(c)) during the Subscription Term solely for its internal training and non-commercial business purposes (together, the **Training Licence**).

19. CONDITIONS OF TRAINING LICENCE GRANT

19.1 Client warrants and represents on a continuing basis that:

(a) only Client Trainers who hold valid, current Certification from Maybo and have been assigned a live Trainer Subscription are permitted to perform and display the Licensed Programmes to Learners under the Training Licence;

(b) Client and Client Trainers shall, comply with the Terms & Conditions and all instructions issued by Maybo from time to time (Maybo Certification and where applicable, BILD ACT certification of Client Trainers by Maybo is subject to this);

(c) the Licensed Programmes shall not be used for any other purpose than as specified in clause 18.1;

(d) Client Trainers shall not use the Licensed Programmes or any Trainer Resources once their Trainer Subscriptions expire, are terminated or they otherwise no longer hold valid Certification from Maybo;

(e) Client Trainers shall not be permitted to deliver any Licensed Programmes at the same time as any third party training content or otherwise create any association between Maybo and any training materials of the Client or any third party;

(f) Client will not edit, modify or incorporate any materials, methods, processes or procedures into the Licensed Programmes, Trainer Resources, Learner Resources or any other Digital Resources or otherwise create derivative works from the same without Maybo's prior written consent. If consent is granted in writing (which shall be at Maybo's sole discretion) the copyright and all other rights in any new works created and all goodwill arising in connection with such new works is hereby assigned to and shall vest in Maybo on creation (including by way of a present assignment of future copyright) and Client hereby irrevocably waives all moral rights arising under the Copyright, Designs and Patents Act 1988 in the new works and, so far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world. Client shall procure all appropriate assignments and waivers from

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all authors of or contributors to the new works in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in the new works and, so far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world.

20. TRAINER SUBSCRIPTIONS

20.1 Assigning a Trainer Subscription to a Client Trainer enables a Client Trainer to:

(a) be eligible to participate in the Maybo Trainer Development Programme for the applicable Level and if successful, be awarded Certification; and

(b) once awarded Certification:

(i) deliver the Licensed Programmes to Learners at the appropriate Level under the Training Licence;

(ii) give Learners access to the Learner Resources; and

(iii) assess the Learners in accordance with the Trainer Resources and issue Certificates using the Software.

20.2 One (1) Trainer Subscription may be assigned to one (1) Client Trainer at any time and Client may only re-assign a Trainer Subscription to a different Client Trainer a maximum of once in a twelve (12) month period;

20.3 Maybo may terminate a Trainer Subscription with immediate effect where Client or Client Trainer breaches the Training Licence (including where a Client Trainer fails to comply with Maybo's Brand Guidelines and no refund shall be payable).

21. CLIENT'S GENERAL OBLIGATIONS

21.1 Without prejudice to the generality of clause 8, Client shall select, supervise, monitor and support Client Trainers at all stages.

21.2 Client shall procure that Client Trainers comply with Maybo Client Trainer Standards and Conditions, the Trainer Resources and all instructions issued by Maybo to Client Trainers from time to time.

21.3 Client must ensure that Client Trainers fully complete all training records using the resources provided by Maybo and must keep all original written training records for at least seven (7) years. These records shall be provided to Maybo on request.

21.4 Client shall obtain and maintain, for the applicable term, relevant insurance suitable to the nature of the Licensed Programmes it is licenced to deliver.

21.5 Client shall implement, continuously review and update effective policies and procedures concerning the reduction and safe management of behaviours of concern and work-related violence in accordance with Applicable Laws & Regulations.

21.6 Where Client Trainers are Certified to deliver Courses containing Physical Skills Training, Client warrants and represents on a continuing basis that the Client Trainers are fit and able to deliver the Physical Skills Training and that Client Trainers which Client knows to be pregnant will not teach Restrictive Physical Skills.

21.7 Client warrants and represents that they do not know of any reason that would indicate that the Licensed Programmes are not compliant with Applicable Laws & Regulations and in the event this changes, they shall promptly notify Maybo in writing. Any consequent amendments to the Licensed Programmes shall be made by Maybo in its sole and absolute discretion.

21.8 Client acknowledges that the Trainer Resources are only confirmed to be current and up to date for the Subscription Term and usage outside this period is an irremediable material breach of this MSA and may put Learners at risk.

21.9 Client is responsible for ensuring that Client Trainers process Learner personal data in accordance with Data Protection Legislation which includes the taking of photographs/videos and the disclosure of Learner personal data within the Client organisation and to third parties.

21.10 A breach of any provision in this Part B Train the Trainer shall be considered to be an irremediable material breach by Client.

22. DELIVERY & ASSESSMENT BY CLIENT TRAINERS

22.1 Client understands and acknowledges that:

(a) at all times Client Trainers are wholly responsible for ensuring Learners meet the assessment criteria and that only those Learners who achieve the assessment criteria are issued Certificates;

(b) Maybo has no knowledge or control over the Learners' assessment and Certification (beyond the provision of the Digital Resources to Client Trainers); and

(c) the provision by Maybo of the Software for the issuing of Certificates by Client Trainers is entirely without prejudice to the generality of clause 22.1(a) and 22.1(b) and to the fullest extent permitted by law, Maybo excludes any liability arising from Client

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Trainers issuing Certificates via the Software to Learners.

22.2 Client warrants and represents on a continuing basis that:

(a) the Licensed Programmes are appropriate for the staff roles of the Learners and that an analysis of staff training needs has been conducted to identify the appropriate level of training required which considered the responsibilities, risk assessments and organisational policies and procedures related to the specific roles;

(b) an effective quality assurance process will actively drive and record the learning process;

(c) suitable and safe learning environments will be made available to Learners; and

(d) pre and post programme records will be completed comprehensively for the delivery of the Licensed Programmes.

22.3 Client must provide to Maybo, within at least five (5) Business Days of it being requested, all details of planned delivery of the Licensed Programmes.

23. CLASSROOM TRAINING (DELIVERY BY CLIENT TRAINERS)

23.1 Client understands that:

(a) the obligations in clause 27 (Client Obligations) and clause 28 (Venue Suitability) must be adhered to by Client when Client Trainers are providing the Training; and

(b) the maximum 'Learner to Trainer ratios' in clause 26.3 must be observed when Client Trainers are providing the Training.

23.2 Maybo may from time to time request proof that Client and Client Trainers are complying with the conditions set out in this MSA. Maybo is entitled to carry out a site visit during the delivery of any Licensed Programme to verify such compliance.

23.3 Client shall submit records to Maybo at www.maybo.com/certification for all Classroom Training or Virtual Classroom Training, including the name and assessment outcome of each Learner, within a maximum of sixty (60) days of the conclusion of the Course, failing which Maybo may prohibit the issuing of the Certificates by the Client Trainer. Use of the system must be in accordance with the user and administration guidance supplied by Maybo.

23.4 Without prejudice to the generality of clauses 7.1(c) and clause 8, Client will ensure that Client Trainers:

(a) exercise control and remove Learners from training if any unsafe or inappropriate behaviour occurs;

(b) have a good understanding of cultural, gender and age-related issues when conducting physical activity, and be sensitive to the needs of Learners and the need to promote a fully inclusive learning environment;

(c) provide preparatory exercise and warm up sessions as directed in the Licensed Programmes; and

(d) do not issue Certificates to Learners who have been unable to demonstrate the assessment criteria of the Licensed Programmes (where Certification has been withheld, it is Client's responsibility to take action to manage the risks of the Learner operating in their role).

24. PHYSICAL SKILLS TRAINING

24.1 Client acknowledges that under no circumstances can Physical Skills Training be delivered by Client Trainers remotely, unless Client has obtained Maybo's prior written consent. Subject to the foregoing, all Physical Skills Training and practice must be conducted face-to-face.

24.2 Client acknowledges that it is its responsibility to ensure that:

(a) prior to attending the training each Learner is issued with Appendix 1 (Joining Instructions for Physical Skills Training Participants);

(b) only Learners that are fit for normal duties and sufficiently physically and mentally well so as not to risk their health and safety (or that of others) by their participation, attend the Training; and

(c) in addition to clause 24.2(b), pregnant Learners only participate in Physical Skills Training where and to the extent it is safe for them to do so given the risks involved (Maybo strongly recommends that no person which Client knows to be pregnant and to be past the first trimester should participate in Physical Skills Training and no person which Client knows to be pregnant (in any trimester) should participate in Restrictive Physical Skills Training);

(d) any reasonable adjustments that are required are implemented;

(e) Client provides suitable training venues in accordance with clause 28.2;

(f) Client reports, records and investigates all training incidents, including injuries, complaints and appeals and immediately informs Maybo if any harm or injury

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has occurred or is suspected to have occurred as a result of or during delivery of Licensed Programmes; and

(g) Client reviews and operates in accordance with its risk reduction responsibilities outlined in Appendix 2 (Maybo Technique Risk Assessments and Guidance).

25. BILD ACT REQUIREMENTS AND PASS THROUGH CHARGE

25.1 Where BILD ACT certifies one or more Licenced Programmes, BILD ACT requires:

25.2 Client to be added onto Maybo's BILD ACT certification as an "Affiliate Organisation". For this to happen Client must enter into and sign Maybo's BILD ACT Affiliate Organisation Agreement ("**Affiliate Organisation Agreement**") between Client and Maybo, as updated from time to time.;

25.3 Client Trainers to enter into and sign Maybo's BILD ACT Associate Trainer Agreement ("**Associate Trainer Agreement**") between Maybo and Client Trainers, as amended from time to time.

25.4 The Affiliate Organisation Agreement and Associate Trainer Agreement are incorporated into this Agreement and Client must comply with, and procure Client Trainers' compliance with, the terms and conditions stated therein and the Training Licence is subject to this.

25.5 BILD ACT charges an annual fee for Client to be included on Maybo's BILD ACT certification as an Affiliate Organisation, which is subject to BILD ACT's terms and conditions from time to time. Maybo is required to collect this charge from Client and pay it to BILD ACT. Accordingly Maybo includes this charge on the Sales Order as a non-refundable pass through charge.

PART 3 – ON DEMAND SERVICES

CLASSROOM TRAINING & VIRTUAL CLASSROOM TRAINING

26. MAYBO OBLIGATIONS

26.1 Services booked on an ad hoc basis are subject to availability.

26.2 Maybo shall use all reasonable endeavours to meet any performance dates.

26.3 To ensure the highest quality and a safe learning environment, a maximum 'Learner to Trainer' ratio applies to all Training provided by Maybo. Unless stated otherwise in the Programme Specification, the following ratios apply:

(a) Courses with no Physical Skills: 1 Maybo Trainer to 15 Learners;

(b) Courses with Physical Skills: 1 Maybo Trainer to 12 Learners;

26.4 Where practicable, Maybo will seek to notify Client of the proposed Maybo Trainer for the Training and provide the same Maybo Trainer throughout the Course but reserves the right to change Maybo Trainers. Maybo commits to providing the same quality of Maybo Trainer throughout each Course.

27. CLIENT OBLIGATIONS

27.1 Client shall ensure that:

27.2 it has provided comprehensive and accurate information to Maybo with regard to its requirements;

27.3 the Training will not infringe Client's internal policies;

27.4 Learners have completed any prerequisite learning (eg eLearning) as stated on the Programme Specification in advance of the session (but no earlier than 6 months prior to the delivery of the Programme);

27.5 there is sufficient wifi available in the training room which Maybo Trainers can connect to as part of the delivery of the Training;

27.6 where Maybo is providing Virtual Classroom Training, Learners must be on audio and video on a device in an environment where they can focus without distractions; and

27.7 where Maybo is providing Physical Skills Training, it recognises the increased risk level and will comply with the clauses below.

Physical Skills Training

27.8 Where Training includes Physical Skills Training, Client acknowledges the physical nature of the Training and its responsibility to:

(a) assess Learner's suitability and fitness to participate in the Physical Skills Training;

(b) require Learners to disclose to Client any Pre-existing Conditions in advance of the Physical Skills Training;

(c) collect and evaluate information on Learner's suitability and fitness to participate in the Physical Skills Training (obtaining advice from occupational health and/or a medical practitioner);

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(d) undertake risk assessments and only put forward Learners who are fit and able to participate in the Physical Skills Training (notifying Maybo of any required changes or reasonable adjustments in accordance with clauses 27.9 and 27.10);

(e) follow the applicable process in clauses 27.9 and 27.10.

(f) with regards to pregnancy, in addition to 27.8(a) to (e):

(i) ensure that no person which Client knows to be pregnant and to be past the first trimester be put forward for Physical Skills Training; and

(ii) ensure that no person which Client knows to be pregnant (in any trimester) participate in Restrictive Physical Skills Training.

27.9 Where a Learner has a Pre-existing Condition but Client and Learner consider that the Learner is fit and able to participate in some but not all of the Programme, Client must, at least 3 Business Days prior to the start of the Course, inform Maybo of the modules that the Learner is not fit and able to participate in.

27.10 Where a Learner has a disability and Client and Learner consider that the Learner is fit and able to participate in the Physical Skills Training with reasonable adjustments in place, pursuant to clause 10, Client must inform Maybo of the requested reasonable adjustments at least 10 Business Days prior to the start of the Course.

27.11 Client represents and warrants on a continuing basis that:

(a) the physical requirements of the Physical Skills Training described within the Programme Specification are consistent with and do not exceed the physical requirements of the Learners' normal working duties;

(b) Learners who participate will be in appropriate job roles and be physically and mentally fit and able to participate in the Training (with any required changes and adjustments confirmed to Maybo pursuant to clauses 27.9 and 27.10) so as not to risk Learners' health and safety (or that of others) by their participation;

(c) Learners will have read the Appendix 1 (Joining Instructions for Physical Skills Training Participants) prior to the delivery of the Physical Skills Training and be sufficiently prepared (Client acknowledges the particular importance of Learners having completed any prerequisite learning (eg eLearning) in advance of Physical Skills Training).

27.12 Client acknowledges that Maybo reserves the right to prevent the Learner from participating in some or all of the Physical Skills Training if:

(a) it is made aware that the Learner is pregnant in the case of Restrictive Physical Skills Training or past the first trimester in the case of Physical Skills Training generally;

(b) Client fails to comply with the applicable processes in clauses 27.9 and 27.10; and/or

(c) it considers that it is unsafe for the Learner to participate for any reason.

28. VENUE SUITABILITY (PRIVATE COURSES)

28.1 Client is required to provide a suitable venue for the Classroom Training and Virtual Classroom Training to be held.

Physical Skills Training

28.2 Where Maybo is providing Physical Skills Training, Client is responsible for ensuring the venue complies with the requirements set out in Appendix 2 (Maybo Technique Risk Assessments and Guidance).

28.3 In the case of Classroom Training, prior to commencement of the session, the Maybo Trainer shall carry out a risk assessment of the venue. Where a venue is deemed unsafe by the Maybo Trainer and the risk level cannot be reduced to an acceptable level (in the Maybo Trainer's sole discretion), the Training Session will be cancelled in accordance with clause 29.3(a) unless a suitable alternative venue can be provided straightaway. (If there is any doubt over the suitability of a training room, digital photographs of the suggested room can be emailed to Maybo at support@maybo.com in advance of the course).

28.4 In the case of Virtual Classroom Training, it is Client's responsibility to carry out the risk assessment of the environment in which Learners will access the training.

29. CANCELLATION (PRIVATE COURSES)

29.1 Subject to clauses 29.3 and 29.4, where either Party cancels (or postpones) a Private Course, the following cancellation fees shall apply as the sole liability of that Party for the cancellation/postponement:

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Notice period (full days prior to scheduled start date)	Percentage of Course fees payable
>30 days	25%
>7 – 30 days	50%
1 – 7 days	75%
<24 hours	100%

Where part of a Private Course is cancelled (or postponed), the above cancellation fees/discount will apply in respect of the portion of the Private Course that is cancelled (or postponed).

29.2 Where Maybo cancels or postpones a Private Course and incurs a cancellation fee, Maybo may apply the cancellation fee as a discount to the reorganised Private Course or as a credit towards future purchases.

29.3 Maybo may cancel or postpone all or part of the Services without any liability to Client in respect of the cancellation fees or otherwise where:

(a) the venue and/or equipment is not suitable for delivery of the Services pursuant to clause 28.2;

(b) the venue risk assessment confirms that the risk level cannot be reduced to an acceptable level in accordance with clause 28.3 and 28.4;

(c) Maybo otherwise considers that it is not viable to provide the Training safely,

and no refund shall be provided.

29.4 Maybo may refuse to provide the Training to one or more Learners without any liability to Client (and the full Fee shall remain payable by Client) where:

(a) the maximum number of Learners for the Training Session has been met;

(b) an insufficient number of Learners are in attendance to enable effective learning;

(c) it is apparent that the Learners have not completed all or some of the prerequisite learning (eg eLearning) in advance of the session pursuant to clause 27.4 (alternatively Maybo may adapt the Training to take account of the prerequisite learning not having been completed meaning some of the content would not be covered which will affect the Certification awarded. In either case no refund shall be provided); or

(d) one or more Learners pose a risk to their own or others' health and safety.

30. CANCELLATION (OPEN COURSES)

30.1 With the exception of the circumstances described in clauses 29.3(c) and 29.4(c) which shall also apply to cancellation of Open Courses, where Learners have been booked onto an Open Course, the following cancellation fees shall apply in the event of cancellation/postponement by either Party as the sole liability of that Party for the cancellation/postponement:

Notice period (full days prior to scheduled start date)	Amount payable (per person per Course per day)
> 30 days	£25 per day
> 7 – 30 days	£50 per day
1 – 7 days	£75 per day
<24 hours	£100 per day

30.2 Where Maybo cancels or postpones an Open Course and incurs a cancellation fee, Maybo may apply the cancellation fee as a discount to the reorganised Open Course which Client books onto or as a credit towards future purchases.

31. FEE INCREASES

31.1 Fees for Classroom/Virtual Classroom Training are as quoted at the time of the Order. Fees are increased from time to time but will only apply to new Orders.

eLEARNING ENROLMENTS

32. ORDER TERM & TERMINATION

32.1 Orders for eLearning Enrolments will commence when the Order is placed pursuant to clause 3 and will continue until expiry of the Access Period unless terminated by either Party in accordance with clause 48 (Termination for Cause).

33. GRANT OF RIGHTS

33.1 In consideration of the Fees payable by Client, Maybo grants Client the right to access, and to permit Learners to access, the eLearning Enrolments solely for the purpose of receiving the Services during the Access Period (as applicable) for its internal training and non-commercial business purposes, pursuant to the conditions of clause 39.

33.2 eLearning Enrolments must be activated within 3 months of the date the Sales Order is signed.

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34. TECHNICAL REQUIREMENTS

34.1 Client acknowledges that the eLearning Enrolments Software needs to be run on the latest versions of the relevant operating system and web browser with a stable internet connection.

34.2 The warranty in clause 6.3 and the technical support offered under clause 35 are contingent on Client's compliance with clause 34.1.

35. AVAILABILITY & SUPPORT

35.1 Maybo shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week.

35.2 Maybo will, as part of the Services, provide Learners directly with Maybo's standard customer support services during Business Hours (UK time).

36. CANCELLATION

36.1 For the avoidance of doubt, once the Sales Order has been signed, Client is committed to purchasing the eLearning Enrolments and the Order cannot be cancelled.

37. FEES INCREASES

37.1 The Fees are fixed for the duration of the Access Period.

37.2 Fees are increased from time to time but will only apply to new Orders.

ONLINE TOOLS

38. DISCLAIMER

38.1 Maybo provides free tools on its website at https://www.maybo.com/resources/ for Clients to use (such as for the preparation of personal safety plans and analysis of training needs).

38.2 In using the tools, Client acknowledges and accepts that:

(a) the tools comprise solely of templates for Clients to complete and offer no analysis, recommendations or advice of any kind;

(b) Maybo has no automatic access to the content selected or inserted by Client into the templates and has no control over how that content is applied; and

(c) Maybo has no responsibility for the completion or application of the output that Client creates using Maybo's tools and accordingly, to the fullest extent permitted by Applicable Laws & Regulations, Maybo excludes all liability for any Losses suffered or incurred by Client arising from or in connection with the use of Maybo's online tools.

PART 4 – GENERAL TERMS

(This Part 4 applies generally)

39. CONDITIONS OF USE

39.1 In relation to Learners, Client undertakes that:

(a) eLearning Enrolments:

(i) it will not allow or suffer login details to be used by more than one Learner;

(ii) Maybo shall be permitted to audit Client's use of the eLearning Enrolments to verify that the number of users does not exceed the number stated in the Sales Order. If the audit reveals that the number of users does exceed the number stated on the Sales Order, Client shall pay the shortfall on demand in accordance with the price stated in the Order;

(iii) each Learner shall keep a secure password for their use of the Services and Deliverables which shall be kept confidential;

(b) eLearning Hosting Licences:

(i) it will not allow or suffer the use of the eLearning Client Hosted Course beyond the Subscription Term;

(ii) it will not allow or suffer the use of the eLearning Client Hosted Course to exceed the maximum number of users stated in the Sales Order;

(iii) Maybo shall be permitted to audit Client's use of the Client Hosted eLearning Courses to verify that the number of Learners does not exceed the number of users stated in the Sales Order. If the audit reveals that the number of Learners does exceed the number of users in the Sales Order, Client shall pay the shortfall on demand in accordance with the price stated in the Order;

(c) Train the Trainer:

(i) each Client Trainer shall keep a secure password for their use of the Software and Trainer Resources which shall be kept confidential;

(ii) the maximum number of Client Trainers that it authorises to access and use the Software and the Trainer Resources shall not exceed the number of Trainer Subscriptions stated in the Sales Order;

(iii) it will not allow or suffer any Trainer Subscription to be used by more than one Client Trainer unless it has been reassigned by Maybo at Client's request in its entirety to another Client Trainer, in which case the prior member shall no longer have any right to access or use the Software and Trainer Resources;

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In all cases:

(d) Client will not and shall procure that the Learners and any other persons engaged, contracted or employed by or on behalf of Client will not:

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

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

(iii) access all or any part of the Services, Software and Deliverables in order to build a product or service which competes with the Services and/or the Deliverables; or

(iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software and/or Deliverables available to any third party; or

(v) attempt to obtain, or assist third parties in obtaining, access to the Services, Software and/or Deliverables, other than as expressly allowed in these Terms & Conditions; or

(vi) introduce or permit the introduction of any Viruses or Vulnerabilities into the Services or Maybo's network and information systems; or

(vii) print hard copies of the Maybo Resources.

39.2 Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Software and/or the Deliverables and, in the event of any such unauthorised access or use, promptly notify Maybo.

39.3 A breach of any provision in this clause 39 shall be considered to be a breach of condition by Client.

40. CERTIFICATION

Applicable to all Learners (including Client Trainers)

40.1 Maybo issues Certificates to Learners on successful completion of the applicable Programme(s). The Certification solely confirms that the Learner has met the relevant assessment criteria on the day. All Certification is awarded in Maybo's sole discretion. The Maybo Trainer is the ultimate decision maker with regard to whether the assessment criteria has been met and hence whether the applicable Programme has been successfully completed.

40.2 Client acknowledges that:

(a) Certificates issued by Maybo only relate to the Learner's knowledge and skills on the date/s of assessment. Knowledge and skills fade over time putting people at risk. The rate of skill fade depends on many factors and varies between individuals. Client is solely responsible for ensuring that:

(i) Learners receive sufficient opportunities to practice and refresh their skills as part of their role, commensurate with the risks associated with their role and specific sector guidance;

(ii) in the case of Learners (excluding Client Trainers), Learners attend Maybo recertification programmes (which include an assessment of competency) at the appropriate intervals for each Learner, taking into account Client's policy and regulatory guidance. Maybo provides a maximum recommended expiry date for the Training on its Certificates which confirms the latest date that Learners' knowledge and skills can be deemed to be current and up to date. The maximum expiry date is conditional upon the certification holder refreshing their skills regularly in the interim as part of their job role in accordance with clause 40.2(a)(i)). Clients which do not arrange recertification programmes with Maybo prior to the maximum expiry dates on Certificates are no longer permitted to, and will procure that Learners do not, use Maybo's name, trademarks or other proprietary rights in the practice of or in reference to Learners' knowledge and skills;

(iii) In the case of Client Trainers, continuing Certification (at a module level) is conditional upon Client Trainers participating in Maybo recertification programmes at the frequency instructed by Maybo and refreshing their skills in the interim regularly as part of their job role in accordance with clause 40.2(a)(i))). Only Client Trainers with live Trainer Subscriptions (which are conditional on the refresh and recertification requirements outlined above being met) are permitted to use Maybo's name, trademarks or other proprietary rights in the practice of or in reference to their knowledge and skills;

(b) Maybo excludes liability for the delivery or application of Training by Learners or Client Trainers without appropriate refresher training on the job and formal recertification (with an assessment of competency) having been undertaken at the appropriate intervals in line with regulatory guidance, Client's policy and Maybo's recommendations;

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(c) Maybo will withhold Certification from any Learner that fails to reach the assessment criteria; and

(d) assessment of Learners takes place over the course of the entire Programme. Only Learners who achieve the assessment criteria for the entirety of the specified Programme will be issued an appropriate Certificate; and

(e) the Training is assessed based on competencies as well as overall approach and attitude. Where the Maybo Trainer has any concerns about Learners, Certification will not be awarded; and

40.3 Maybo reserves the right not to issue/renew Certification or to issue/renew Certification for a lesser award where:

(a) the Maybo Trainer does not consider that the Learner has successfully met all of the assessment criteria and hence has not successfully completed the Training;

(b) the Learner only completes some of the modules in the Programme for any reason (in which case the Certification will reflect the modules completed);

(c) the Maybo Trainer considers that the Learner poses a risk to their own or others' health and safety; and

(d) an act or omission of the Client or Client Trainer prevents Maybo from being able to provide some or all of the Training.

Applicable to Learners (excluding Client Trainers)

40.4 Maybo will provide formal feedback to Client specifying the areas in which the Learner has failed to provide evidence of competency and the actions that can be taken to enable them to achieve competency in these areas. Client must assess the potential implications of the Learner's current level of competency for their job role and any risks this presents to themselves, their co-workers or the Service Users they interact with.

40.5 Client acknowledges that where the failure to issue or renew Certification or BILD ACT Certification has employment implications for the Learner and/or resource implications for Client, it is solely Client's responsibility to manage this. Refunds will not be available for the Training received by the unsuccessful Learner, and to the fullest extent permitted by law, Maybo excludes all liability for any Losses suffered by Client or Learners.

Applicable to Client Trainers only

40.6 Where Client Trainers fail to reach the assessment criteria for initial or continuing Certification, Maybo may seek to identify development areas and, where appropriate, offer further coaching support and reassessment opportunities at Client's expense. Such work will be carried out with Client's prior agreement on a case by case basis. Any Client Trainer which does not meet the assessment criteria may be required to attend all or part of a further development workshop.

40.7 Maybo will operate in good faith in supporting any Client Trainer in achieving the assessment criteria but reserves the right in its sole discretion to cease further development, or further assessments, and withhold or withdraw Certification. There is no guarantee that a Client Trainer will ever meet the requisite standards or will continue to meet those standards for any minimum period.

41. CHANGES TO LICENSED PROGRAMMES

41.1 Maybo's Licensed Programmes are kept under constant review to ensure they continue to reflect best practice and comply with Applicable Laws & Regulations.

41.2 Maybo reserves the right to make changes to Licensed Programmes and/or to discontinue Licensed Programmes in the following circumstances:

(a) in light of changes and developments in Applicable Laws & Regulations;

(b) where the Licensed Programme involves Restrictive Physical Skills Training and either: (i) Client has not provided the requisite information required by Maybo or, where relevant, BILD ACT in order for Maybo (or Client Trainer as applicable) to continue to provide the Licensed Programme to Learners within Client's organisation; or (ii) for reasons not attributable to Maybo, Maybo is otherwise not or no longer permitted by BILD ACT to provide the Licensed Programme to Client; and

(c) where a Licensed Programme is no longer live.

41.3 In the rare circumstances where Maybo discontinues a Licensed Programme pursuant to clause 41.2(c), Maybo will refund Client an appropriate amount to reflect the extent of the Services not received at the date of termination which shall be Maybo's sole liability and Client's sole remedy.

41.4 In all other circumstances, Client shall not be entitled to a refund and Maybo excludes all liability for any Losses suffered by Client to the fullest extent permitted by law.

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42. FEES & PAYMENT

42.1 The Fees are set out in the Sales Order(s).

42.2 In consideration of the provision of the Services by Maybo, Client shall pay the Fees.

42.3 Maybo shall invoice Client for the Fees in accordance with the invoicing requirements set out in the Sales Order. In the absence of a timeframe in the Sales Order, payment shall be made within 7 days of the invoice date.

42.4 Payment shall be made in advance unless Client has opened a credit account with Maybo in which case the payment period specified in the Sales Order shall apply. After 7 days from the payment due date on the invoice, time shall become of the essence for payment.

42.5 Without prejudice to any other right or remedy that it may have, if Client fails to pay Maybo any sum due under this MSA on the due date:

(a) Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

(b) Maybo may suspend all or part of the Services until payment has been made in full (Maybo shall also have this right where the Client's credit limit has been reached); and

(c) Maybo reserves the right to withhold Certificate application and/or Certificate issue until all outstanding cleared funds are received.

42.6 All sums payable to Maybo under this MSA:

(a) are exclusive of VAT, and Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

43. INTELLECTUAL PROPERTY

43.1 Client acknowledges that all Intellectual Property Rights in the Deliverables and Software belong to Maybo (and/or its licensors as applicable) and Client shall have no rights in or to the Deliverables or the Software other than as expressly set out in this MSA.

43.2 Maybo grants Client the non-exclusive and non-transferable right to use the Programmes and permit the Learners and Client Trainers (as applicable) to use the Programmes for the duration of the Order(s) in respect of such Programmes, solely for the purpose of receiving the Services for its internal training and non-commercial business purposes, subject to Client complying with and procuring the Learners' and Client Trainers' compliance with these Terms & Conditions at all times. Any and all goodwill arising out of or in connection with the use of the Programmes or any other proprietary rights of Maybo (whether by Client, Learners or Client Trainers) shall accrue exclusively to the benefit of and be owned by Maybo;

43.3 In relation to the Client Materials, Client:

(a) and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

(b) grants Maybo a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this MSA for the purpose of providing the Services to Client.

43.4 Maybo warrants that the use of the Services and the Deliverables by Client and Users as envisaged by and in accordance with the terms of this MSA shall not infringe any Intellectual Property Rights of any third party.

43.5 Unless otherwise agreed in the Sales Order, Client acknowledges that the rights granted to Client under this MSA shall not be considered granted to any subsidiary or holding company of Client ("**Client Affiliates").** Where the Sales Order confirms that Client Affiliates can receive the benefit of the Services, Client shall be responsible for Client Affiliates' acts and omissions as if they were its own.

43.6 Except as expressly set out in this MSA, neither Party acquires any right, title or interest in or to the other Party's Intellectual Property Rights.

43.7 Client shall not (and shall procure that Learners and Client Trainers shall not) use any name, logo or trademark of or relating to Maybo other than strictly in accordance with Maybo's Brand Guidelines.

43.8 The Client acknowledges and agrees that Maybo's techniques and various names and/or logos used in connection with the Services are proprietary to Maybo. The Client shall not, and shall procure that the Learners and Client Trainers shall not, use any of Maybo's proprietary materials or otherwise refer to Maybo, the Services or any part thereof other than strictly in accordance with Maybo's Brand Guidelines.

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44. IPR INDEMNITY

44.1 Subject to clause 44.3, Maybo shall defend Client against any claim that Client's use of the Software or Deliverables in accordance with this MSA infringes any third party's Intellectual Property Rights ("**IPR Claim**") and shall indemnify Client for any amounts awarded against Client in final judgment or settlement of an IPR Claim, provided that Client complies with clause 44.2.

44.2 Client must:

(a) as soon as reasonably practicable notify Maybo in writing of any actual or suspected IPR Claim;

(b) permit Maybo the sole conduct of the investigation, defence and settlement of any IPR Claim;

(c) provide Maybo with such reasonable assistance regarding the IPR Claim as is required by Maybo; and

(d) not, without the prior written consent of Maybo, make any admission, agreement or compromise in relation to the IPR Claim or attempt to settle it.

44.3 In no event shall Maybo be liable to Client under the indemnity in clause 44.1 or otherwise to the extent any claim or allegation of infringement arises out of or in connection with:

(a) any modification of the Software or Deliverables by anyone other than Maybo or its agents, subcontractors or partners;

(b) Client's use of the Software or Deliverables otherwise than in accordance with this MSA; or

(c) Client's use, without Maybo's consent or knowledge, of the Software or Deliverables after notice of the alleged or actual infringement from Maybo.

44.4 If any IPR Claim is made against Client, Maybo may at its sole option and expense:

(a) procure for Client the right to continue to use the Software or Deliverables;

(b) modify the Software or Deliverables so that they cease to be infringing;

(c) replace the Software or Deliverables with non-infringing Software or Deliverables as applicable; or

(d) terminate this MSA immediately by notice in writing to Client and refund any of the Fees paid by Client as at the date of termination (less a reasonable sum in respect of Client's use of the Software and Deliverables to the date of termination),

44.5 This clause 44 constitutes Client's exclusive remedy and Maybo's sole liability in respect of IPR Claims.

45. CONFIDENTIALITY

45.1 Each Party must, in respect of the other Party's Confidential Information, subject to clause 45.5 and 45.6:

(a) hold Confidential Information in confidence;

(b) not make Confidential Information available to a third party; or

(c) not use Confidential Information for any purpose other than the performance of its obligations or exercise of its rights under this MSA,

during the MSA Term and for 3 (three) years thereafter, except in the case of trade secrets and Maybo Resources in respect of which the obligations in this clause 45 shall apply indefinitely.

45.2 Confidential Information does not 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.

45.3 Confidential Information does include all of Maybo's Resources and any other Deliverables.

45.4 Each Party shall ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees, subcontractors or agents in violation of the terms of this clause 45.

45.5 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, 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 45.5, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

45.6 Maybo may disclose Confidential Information to the extent necessary to defend any allegation online or in the press relating to or in connection with Client,

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Learners or Client Trainers, for the purpose of protecting its reputation.

46. DATA PROTECTION

46.1 For the purposes of this clause 46, the terms **controller**, **data subject**, **personal data**, **personal data breach**, **processing** and **appropriate technical and organisational measures** shall have the meaning given to them in the UK GDPR. "**Agreed Purposes**" shall mean the provision and receipt of the Services and "**Permitted Recipients**" shall mean the Parties to this MSA, the employees of each Party and any third parties engaged to perform obligations in connection with this MSA (and where applicable, BILD ACT).

46.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation and this clause 46 is in addition to, and does not relieve, remove or replace, a Party's obligations thereunder.

46.3 The Parties have determined that for the purposes of the Data Protection Legislation, the Parties shall process personal data as independent data controllers.

46.4 Should the determination in clause 46.3 change, the Parties shall use all reasonable endeavours to make any changes that are necessary to this clause 46.

46.5 Each Party shall:

(a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of personal data to the other Party for the Agreed Purposes;

(b) give full information to any data subject whose personal data may be processed under this MSA of the nature of such processing;

(c) process the personal data only for the Agreed Purposes;

(d) not disclose or allow access to the personal data to anyone other than the Permitted Recipients;

(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the personal data (including obligations of confidentiality) which are no less onerous than those imposed by this MSA;

(f) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data; and

(g) not transfer any personal data outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

46.6 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

(a) consult with the other Party about any notices given to data subjects in relation to the personal data;

(b) promptly inform the other Party about the receipt of any data subject rights request;

(c) provide the other Party with reasonable assistance in complying with any data subject rights request;

(d) not disclose, release, amend, delete or block any personal data in response to a data subject rights request without first consulting the other Party wherever possible;

(e) assist the other Party, at the cost of the Party which received the request from the data subject, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

(f) notify the other Party without undue delay and within 1 Business Day of becoming aware of any personal data breach relating to the personal data processed pursuant to this MSA;

(g) at the written direction of the Party disclosing the personal data, delete or return personal data and copies thereof to that Party on termination of this MSA unless required by Applicable Laws & Regulations to store the personal data;

(h) use compatible technology for the processing of personal data to ensure that there is no lack of accuracy resulting from personal data transfers;

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(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 46; and

(j) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the training of relevant staff, the procedures to be followed in the event of a personal data breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

47. BRIBERY, SLAVERY & TAX EVASION

47.1 The Parties shall:

(a) comply with all Applicable Laws & Regulations and sanctions relating to this MSA or the performance of their obligations under it relating to anti-bribery and anti-corruption;

(b) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this MSA; and

(c) establish, maintain and enforce its own reasonable policies and procedures to ensure compliance with clause 47.1(a).

47.2 Each of the Parties undertake, warrant and represent that neither it nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 or any equivalent applicable legislation in the place of its incorporation (an "MSA Offence"); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence.

47.3 Each of the Parties undertakes that it shall comply with the Modern Slavery Act 2015 where applicable to it.

47.4 Each Party shall:

(a) not engage in any activity, practice or conduct which would constitute either:

(i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

(ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

(b) establish, maintain and enforce its own policies and procedures to ensure compliance with clause 47.4(a); and

(c) notify the other Party in writing if it becomes aware of any breach of clause 47.4(a) or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017.

47.5 Breach of this clause 47 shall be deemed an irremediable material breach under clause 48.1(a).

48. TERMINATION FOR CAUSE

48.1 Without affecting any other right or remedy available to it, either Party may immediately terminate any Order(s) or this MSA on written notice if:

(a) the other Party commits a material breach of any term of this MSA and, if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) an Insolvency Event occurs in relation to the other Party.

48.2 The following are non-exhaustive examples of irremediable material breach which permit Maybo to immediately terminate any Order or this MSA on written notice if:

(i) Client (including Client Trainers or Learners) is in breach of any licence or right granted under this MSA including a breach of Maybo's Brand Guidelines;

(ii) Client (including Client Trainers or Learners) is in breach of Applicable Laws & Regulations and/or Client's acts or omissions jeopardise Maybo's ability to comply with Applicable Laws & Regulations;

(iii) BILD ACT prohibits Maybo from providing or continuing to provide the Services to Client;

(iv) Maybo has reasonable grounds to believe that Client is putting Service Users at risk and, if capable of remedy, Client fails to take appropriate remedial steps within 14 days of notice being served by Maybo; or

(v) Client fails to pay any amount due under this MSA on the due date for payment and Client remains in default not less than 7 days after being notified in writing to make such payment.

48.3 At its option, and without prejudice to its other rights or remedies, where Client has committed a material breach of this MSA or breached a condition, Maybo may suspend the Services pending remediation of the breach by Client.

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49. EFFECT OF TERMINATION FOR CONVENIENCE

49.1 On termination of the Order under clause 4.1(b) or this MSA for convenience under clause 2.1(b), all rights and licences granted to Client shall cease save that Learners may continue to access the Learner Resources for the remainder of the period stated on their Certificates.

50. EFFECT OF TERMINATION FOR CAUSE

50.1 On termination of an Order or this MSA for cause under clause 48:

(a) the Order shall terminate or where the MSA is terminated, all existing Orders shall automatically terminate;

(b) Client shall immediately pay to Maybo all Fees due pursuant to this MSA, any outstanding invoices and interest;

(c) where Maybo terminates an Order or the MSA for cause under clause 48,

(i) Client shall not be entitled to a refund for any Order that is terminated and any amounts that were due during the Subscription Term will become payable immediately in accordance with clause 50.1(b);

(ii) Maybo shall provide a partial or full refund for the Order(s) that is terminated dependent on the extent of the Losses that Client can demonstrate have been suffered by Client (if any), which shall constitute Maybo's sole liability for the breach and Client's sole remedy;

(d) all rights and licences granted to Client under the terminated Order(s) or this MSA (as applicable) shall cease; and

(e) Client must not use the name or trademark or any other proprietary rights of Maybo or imply any continuing affiliation.

51. EFFECT OF TERMINATION – ALL CASES

(a) Client shall cease all activities authorised by the Order or this MSA (as applicable);

(b) Client shall immediately destroy all copies of the Software and Deliverables pursuant to the Order or this MSA (as applicable) then in its possession, custody or control and certify to Maybo that it has done so;

(c) Any provision of this MSA that expressly or by implication is intended to come into or continue in force on or after termination of this MSA shall remain in full force and effect; and

(d) Termination or expiry of this MSA shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the MSA which existed at or before the date of termination or expiry.

52. LIABILITY

52.1 References to liability in this clause include every kind of liability arising under or in connection with this MSA including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

52.2 Neither Party limits or excludes liability:

(a) for fraud;

(b) for death or personal injury caused by its negligence; or

(c) which and to the extent that it cannot be limited or excluded by law.

52.3 Subject to clause 52.2 and to the fullest extent permitted by law:

(a) Client accepts that given the nature of the Services, each Party has important separate responsibilities that are set out and allocated to each Party in this MSA, which in turn set the parameters and limitations of any duty of care owed by Maybo. On that basis, and to the fullest extent permitted by law, Maybo excludes any liability to the extent it arises from or in connection with matters that are allocated to Client in this MSA, can reasonably be deemed to be the responsibility of Client (or third parties) or which are otherwise outside of Maybo's knowledge or reasonable control;

(b) Maybo excludes liability for:

(i) the acts and omissions of Client, Client Trainers and Learners (subject to clause 8.1), or any third parties engaged, contracted or employed by or on behalf of Client;

(ii) any Losses arising out of or in connection with the application of the Training or Services by Learners or the delivery of Maybo training by (current or former) Client Trainers; and

(iii) undisclosed Pre-existing Conditions, disabilities or pregnancy.

52.4 Maybo shall be relieved from its obligations under this MSA and any corresponding liability where it has been prevented or delayed in performing the Services

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in whole or in part due to Client's breach of warranty or failure to comply with any of its obligations under this MSA.

52.5 Subject to clause 52.2, Maybo shall not be liable for:

(a) loss of operation;

(b) loss of profits;

(c) loss of sales or contracts;

(d) loss of goodwill;

(e) wasted expenditure;

(f) anticipated savings;

(g) loss or corruption of Data or information; or

(h) indirect or consequential losses, damages, costs or expenses,

in each case whether direct or indirect and howsoever arising under this MSA.

52.6 Clause 52.5 shall apply even where Maybo has been advised of the possibility of such losses.

52.7 Subject to clause 52.2, Maybo's total aggregate liability to Client arising from or in connection with this MSA shall not exceed £100,000.

52.8 To the fullest extent permitted by law, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this MSA or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

52.9 Unless Client notifies Maybo that it intends to make a claim in respect of an event within the notice period, Maybo shall have no liability for that event. The notice period for an event shall start on the day on which Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

53. INDEMNITY

53.1 Client shall defend, indemnify, keep indemnified and hold harmless Maybo and its subsidiaries against any and all Losses suffered or incurred by Maybo or its subsidiaries arising from or in connection with:

(a) Client's breach of warranty;

(b) Client's failure to comply with any of its obligations in this MSA; and

(c) the application of the Training or Services by Learners or the delivery of Maybo training by (current or former) Client Trainers.

54. TUPE INDEMNITY

54.1 It is both Parties' intention that neither the commencement nor the termination of the MSA or any Orders will give rise to a relevant transfer pursuant to the Transfer Provisions.

54.2 Notwithstanding clause 54.1, if there is a relevant transfer and Client's employees or its incumbent supplier's employees (or their sub-contractor's employees) transfer to Maybo, Client will indemnify and keep indemnified Maybo and its subsidiaries against any Losses arising out of or in connection with:

(a) any act or omission by Client, its incumbent supplier or their subcontractors relevant to the transfer;

(b) any event, matter or other occurrence having its origin prior to the transfer date arising from or in connection with the employment or the employment relationship (or the termination thereof) of the transferring employees; and

(c) any termination by Maybo or its subsidiaries of the transferring employees on or within 3 months of the transfer date.

55. INSURANCE

55.1 Maybo shall maintain the following insurance policies:

(a) public liability insurance: £5m;

(b) professional indemnity insurance: £5m;

(c) employer's liability insurance: £10m; and

(d) any other insurances required by law.

55.2 Maybo shall provide confirmation of cover on request.

56. FORCE MAJEURE

56.1 Neither Party shall be liable to the other or deemed to be in breach of the MSA by reason of any delay or failure to perform some or all of its obligations if the delay or failure is caused by a Force Majeure Event. This clause 56 shall not apply to any failure by Client to pay the Fees.

56.2 If either Party claims to be unable to perform its obligations due to a Force Majeure Event, it must as soon as practicable inform the other Party of the nature and circumstances of the Force Majeure Event

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providing an estimate of the likely duration where possible.

56.3 Where a Force Majeure Event continues for 60 days or more, and Services continue to be substantially affected as a result, either Party may terminate the MSA on written notice to the other.

57. WAIVER

57.1 A waiver of any right or remedy under this MSA or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

57.2 A failure or delay by a Party to exercise any right or remedy provided under this MSA or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this MSA or by law shall prevent or restrict the further exercise of that or any other right or remedy.

58. RIGHTS AND REMEDIES

The rights and remedies provided under this MSA are in addition to, and not exclusive of, any rights or remedies provided by law.

59. THIRD PARTY RIGHTS

59.1 The Parties acknowledge and agree that person who is not a party to the MSA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the MSA.

60. SEVERANCE

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

60.2 If any provision or part-provision of this MSA is deemed deleted under clause 60.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

61. APPLICATION OF TERMS & CONDITIONS

61.1 Maybo may offer additional Subscription Services or On Demand Services from time to time as specified on its website or otherwise offered to Client.

61.2 Such Services will be subject to these Terms & Conditions together with any additional terms and conditions stated on Maybo's website and/or on the Sales Order.

62. ENTIRE AGREEMENT

62.1 This MSA 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.

62.2 Each Party acknowledges that in entering into this MSA it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this MSA.

62.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this MSA.

62.4 Nothing in this clause 62 shall limit or exclude any liability for fraud.

63. ASSIGNMENT AND SUBCONTRACTING

63.1 Client may not at any time assign, transfer, charge, sub-contract or otherwise dispose of its rights or obligations under this MSA without the prior written consent of Maybo not to be unreasonably withheld or delayed.

63.2 Maybo may at any time assign, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of its rights under this MSA.

64. NO PARTNERSHIP OR AGENCY

64.1 Nothing in this MSA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

64.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

65. VARIATION

65.1 Maybo shall be entitled to amend these Terms & Conditions at any time on 7 days' notice.

65.2 Subject to clause 65.1, no variation of this MSA shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

66. SURVIVAL

66.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this MSA, including clauses 12.1 (Usage outside of Subscription Term),

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21.3 and 21.4 (Client's general obligations), 40 (Certification), 42 (Fees and Payment), 45 (Confidentiality), 46 (Data Protection), 49, 50 and 51 (Effect of termination), 53 (Indemnity), this clause 66 (Survival), 68 (Disputes and Governing Law) and 69 (Jurisdiction), shall remain in full force and effect.

67. NOTICE

67.1 Any notice sent pursuant to this MSA must be in writing in English and may be given personally, by recorded post or by email.

67.2 Any notice delivered personally shall be deemed served at the time of delivery. Any notice served by next day recorded post shall be deemed served on the second Business Day after posting or in the case of email shall be deemed served at the time of transmission, unless this falls outside of Business Hours in the place of receipt in which case, it shall be deemed served when Business Hours resume.

67.3 Notices sent to Maybo must be marked for the attention of the CEO and if sent by email, should be sent to the CEO at ceo@maybo.com with a copy to support@maybo.com.

68. DISPUTES AND GOVERNING LAW

68.1 In the event of a dispute, Client must follow Maybo's complaints procedure set out in Maybo's Complaints, Appeals & Referrals Policy. Client shall not initiate a legal claim against Maybo until Client has exhausted the complaints procedure and received a final outcome letter from Maybo confirming that no further rights of appeal are available to it.

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

69. JURISDICTION

69.1 Where Client's registered office is in England or Wales, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this MSA or its subject matter or formation (including non-contractual disputes or claims).

69.2 Where Client's registered office is outside of England and Wales and within a jurisdiction that is a contracting state to the New York Convention, the Parties irrevocably agree that any and all disputes arising out of or in connection with the MSA, including any question regarding its existence, validity or termination, shall be referred to, and finally resolved by, arbitration under the London Court of International Arbitration (LCIA) Rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, unless both Parties agree to the contrary in writing. The language to be used in the arbitral proceedings shall be English. The Parties agree that the services of a translator shall be available, if so required. The governing law of the arbitration shall be the law of England and Wales pursuant to clause 68.2.

69.3 Where Client's registered office is outside of England and Wales but within a jurisdiction that is not a contracting state to the New York Convention, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this MSA or its subject matter or formation (including non-contractual disputes or claims).

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PART 5 – DEFINITIONS AND INTERPRETATION

(This Part 5 applies generally)

In this MSA, the following definitions and rules of interpretation apply.

"**Access Period**"	the 12 month period that Client and its Learners are permitted to access each eLearning Enrolments Course from the date of activation;
"**Bild ACT Certified Training**"	training accredited by the Bild Association of Certified Training (Bild ACT) as complying with the Restraint Reduction Network Training Standards (https://bildact.org.uk);
"**MSA**"	together the Sales Order(s) and these Terms & Conditions;
"**Applicable Laws & Regulations**"	all applicable laws, regulations, orders, regulatory policies (including the requirements, standards guidance, orders or demands of any regulator) or industry codes of practice in force from time to time;
"**BILD ACT**"	BILD Association of Certified Training, an organisation licensed by the Restraint Reduction Network to certify training services as complying with the Restraint Reduction Network Training Standards;
"**Blended Learning**"	a mix of Classroom Training and eLearning Training;
"**Business Days**"	a day (other than a Saturday or Sunday) on which banks are generally open for business in London;
"**Business Hours**"	9.00 am to 5.00 pm UK time on a Business Day;
"**Certificate**" or "**Certification**"	(i) in the case of Learners, an electronic certificate issued by Maybo declaring a Learner's successful completion of a Programme; or (ii) in the case of Client Trainers, an electronic certificate issued by Maybo declaring a Client Trainer's permission to deliver the modules stated on the certificate within the Licensed Programmes;
"**Classroom Training**"	face-to-face training by a Maybo Trainer which may be provided on its own, as part of Blended Learning or as part of Train the Trainer, as described from time to time at https://www.maybo.com/approach/;
"**Client**"	the customer that is purchasing the Services from Maybo as specified on the Sales Order;
"**Client Affiliates**"	has the meaning given in clause 43.5.
"**Client Hosted eLearning Course**"	a Maybo eLearning Course described from time to time at Online Training | Workplace Management e-learning | Maybo, hosted on Client's own system pursuant to the eLearning Hosting Licence;
"**Client Materials**"	all documents, information, items and materials in any form, whether owned by Client or a third party, which are provided by Client to Maybo in connection with the Service;
"**Client Personal Data**"	the personal data belonging to all Client personnel that is provided to Maybo to facilitate the Learners'/Client Trainers' use of the Services;
"**Client Trainer**"	Client employees that have been awarded, or are working towards being awarded, Certification from Maybo which entitles them to deliver the Licensed Programmes to Learners solely within their organisation;
"**Commencement Date**"	the date that the first Sales Order is signed by the Parties;

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"**Confidential Information**"	information that is proprietary or confidential and is either clearly labelled as such, reasonably ought to be considered as confidential or commercially sensitive in the circumstances, or identified as Confidential Information in clause 45 (the Maybo Resources shall be deemed to be Confidential Information whether or not marked as such);
"**Contract Year**"	a 12 month period commencing on the Commencement Date or any anniversary of it;
"**Course**"	the delivery of a Programme by a Maybo Trainer to Learners;
"**Data Protection Legislation**"	all applicable data protection and privacy legislation in force from time to time including the UK GDPR, the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
"**Deliverables**"	any work product or output in whole or in part provided by Maybo to Client under this MSA (including but not limited to the Licensed Programmes, Learner Resources and Trainer Resources);
"**Digital Resources**"	all digital Maybo Resources provided by Maybo pursuant to this MSA;
"**eLearning Enrolments**"	Learners' enrolments on Maybo's eLearning courses described from time to time at Online Training I Workplace Management e-learning I Maybo, hosted on Maybo's systems;
"**eLearning Hosting Licence**"	the licence in clause 11;
"**eLearning Training**"	online Training accessed by Learners via Maybo's or Client's system;
"**Fees**"	the fees to be paid by Client as set out in the Sales Order(s);
"**Force Majeure Event**"	any events, circumstances or causes beyond a Party's reasonable control including but not limited to (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, explosion or extreme weather conditions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, guidance or actions; (e) embargoes or blockades in effect on or after the date of this MSA; (f) national or regional emergency; (g) strikes, labour stoppages or slowdowns, or other industrial disturbances (except in relation to a Party's own workforce); and (h) telecommunication breakdowns, power outages or shortages;
"**Good Industry Practice**"	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be reasonably expected from a skilled and experienced company under the same circumstances within the relevant industry or business sector from time to time;
"**Initial Subscription Term**"	the initial term for the relevant Subscription Service, as quantified in the Sales Order;
"**Insolvency Event**"	a Party: (i) becoming unable to pay its debts as they fall due, (ii) entering into or proposing any composition or arrangement with its creditors generally, (iii) taking any step with a view to rescheduling or restructuring any of its debts; (iv) ceasing or threatening to cease to carry on

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	business; (v) being subject to an order or an application or a resolution for its administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), (vi) in respect of which an administrative or other receiver, manager, liquidator, administrator, trustee, supervisor or similar officer is appointed over all or any of its assets or receives notice of the intention to make such an appointment, (vii) in respect of which a moratorium is sought or declared; or (viii) is subject to anything analogous to any of the foregoing in any applicable jurisdiction;
"**Intellectual Property Rights**"	patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), semiconductor topography rights, image rights, rights in personality and similar rights, plant variety rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"**Learner Resources**"	all Maybo Resources provided by Maybo or Client Trainers to Learners (as applicable) pursuant to the MSA;
"**Learners**"	Client's personnel who are duly authorised to receive the Training whether delivered by Maybo Trainers or Client Trainers. "Learners" includes Client Trainers where they are in receipt of the Training;
"**Licensed Programmes**"	the Programmes specified in the Sales Order (as updated by email by Maybo from time to time) that are licensed to Client by Maybo pursuant to the Training Licence;
"**Level**"	with reference to Client Trainers, means the level of Licensed Programmes that a Client Trainer is or could be certified to deliver;
"**LMS**"	learning management system;
"**Losses**"	all liabilities, losses, demands, claims, judgments, damages, expenses, and costs including reasonable legal costs and all other reasonable professional costs and expenses;
"**Maintenance Release**"	a release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Client Hosted eLearning Course, but which does not constitute a New Version;
"**Maybo**"	means Maybo Limited (company no. 03156358) with registered office at Redlands Barn, Redlands Lane, Robertsbridge, East Sussex, TN32 5NA;
"**Maybo's Brand Guidelines**"	Maybo's brand guidelines at https://www.maybo.com/terms/brand-guidelines/ as amended from time to time;
"**Maybo Client Trainer Standards and Conditions**"	the standards and conditions applicable to Client Trainers at https://www.maybo.com/terms/trainer-standards-and-conditions as amended from time to time;

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"**Maybo Resources**"	all resources, documents, materials and works without limitation in any form and on any media that are made available by Maybo to Client, Learners or Client Trainers in connection with this MSA;
"**Maybo Trainer**"	a senior Maybo certified trainer provided by Maybo pursuant to the Services;
"**Maybo Trainer Development Programme**"	the initial programme by which Maybo equips Client Trainers to deliver Maybo's training curricula within their own organisations;
"**MSA Term**"	has the meaning given in clause 2.
"**New Version**"	any new version of the Software which from time to time is publicly marketed and offered for purchase by Maybo in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;
"**New York Convention**"	Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958);
"**Non-Restrictive Physical Skills Training**"	Physical Skills Training that does not involve Restrictive Physical Skills;
"**On Demand Services**"	Standalone, non-recurring services, listed at https://www.maybo.com/ from time to time;
"**Open Courses**"	Classroom Training or Virtual Classroom Training provided for Learners of any Client, at a venue hosted by Maybo;
"**Order**"	an order for Services which is or shall be recorded in a Sales Order;
"**Parties**"	the signatory companies to the Sales Order (each a "**Party**");
"**personal data**"	has the meaning given to it in clause 46.1;
"**Physical Skills Training**"	Training that involves the teaching of physical skills including but not limited to Restrictive Physical Skills Training;
"**Pre-existing Conditions**"	pre-existing physical or mental injuries (including trauma) or medical conditions;
"**Private Courses**"	Classroom Training or Virtual Classroom Training provided for Learners of the same Client, at a venue hosted by Client;
"**Programme**"	a Maybo training or educational programme including the syllabus, components, structure, concepts, know how, techniques, case studies, assessment, certifications, Maybo Resources and all content and materials in any form or medium related thereto;
"**Programme Declaration**"	Maybo's standard declaration wording that Client accepts in advance of the Training;
"**Programme Specification**"	a formal document outlining the structure, content, objectives, conditions and delivery approach of a Maybo training programme;
"**Renewal Period**"	has the meaning given in clause 4.1;
"**Restrictive Physical Skills**"	techniques or actions used to physically control, limit or manage an individual's movements in situations where their behaviour poses a safety risk to themselves, other or property;
"**Restrictive Physical Skills Training**"	Training that involves restrictive physical intervention skills;

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"Sales Order"	the electronic document issued by Maybo confirming the details of one or more Orders for Services, the Fees payable and any additional terms and conditions that apply;
"**Service Users**"	service users or customers of Client (as applicable);
"**Services**"	all goods and services provided by Maybo under this MSA;
"Services Description"	the specifications/descriptions of each service provided on Maybo's website from time to time at https://www.maybo.com together with any information relating to the Services in the Sales Order;
"**Software**"	Maybo's software which houses the Digital Resources;
"**Subscription Services**"	the services purchased on a subscription, as listed at https://www.maybo.com/ from time to time;
"**Subscription Term**"	in the case of a Subscription Service, the Initial Subscription Term together with any Renewal Periods;
"**Terms & Conditions**"	these terms & conditions including the Appendices and Services Descriptions (and where applicable, the Affiliate Organisation Agreement and Associate Trainer Agreement);
"Train the Trainer"	a training model which equips Learners to deliver Maybo's training curricula within their own organisation as described on Maybo's website from time to time at https://www.maybo.com/approach/;
"Trainer Subscription"	a subscription which entitles Client Trainers which have the appropriate Maybo Certification to access and use the Trainer Resources and to deliver Licensed Programmes for the period specified in the Sales Order in accordance with these Terms & Conditions;
"Trainer Resources"	the Maybo Resources made available to Client Trainers via Maybo's website;
"Training Licence"	the licence granted by Maybo to Client in clause 18.1;
"**Training**"	refers to, as applicable to the context, any training provided pursuant to the Services;
"**Transfer Provisions**"	the Acquired Rights Directive (EC Council Directive 2001/23/EC) (as amended) made under the Treaty of Rome and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);
"**UK GDPR**"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
"**Virtual Classroom Training**"	live remote online training provided by a Maybo Trainer, which may be provided on its own, as part of Blended Learning or as part of Train the Trainer, as described from time to time at https://www.maybo.com/approach/;
"**Viruses**"	worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts agents or programs;
"**Vulnerabilities**"	weaknesses in the computational logic (for example, code) found in software components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

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MASTER SERVICES AGREEMENT
TERMS & CONDITIONS

In addition to any provisions referred to as conditions in these Terms & Conditions, the following are conditions of this MSA: any provisions relating to the use of the Software and the Deliverables by or on behalf of Client, all obligations on Client in relation to the delivery of Licensed Programmes by Client Trainers and Client's compliance with Applicable Laws & Regulations and/or BILD Act Accreditation.

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

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

Any obligation on a Party not to do something includes an obligation not to permit that thing to be done.

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