



**Eduboard Limited t/a askEddi
and
(School)**

**SixIntoSeven
Year 6 to Year 7 Transition Portal**

**Platform Licence Agreement
March 2021**

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Please note: this document (located at <https://sixintoseven.co.uk/agreements>) is for reference only. Agreements will be viewed and accepted as part of the registration process on <https://portal.sixintoseven.co.uk>.

Parties

This agreement is made by and between:

- (1) Eduboard Limited trading as askEddi (company number 10570208) whose registered office is at 30 Crosby Road North, Liverpool, Merseyside L22 4QF, ICO Registration: ZA278740 ("The Company"); and
- (2) [Full name of the School] with registration number [0000] of [School address] ("School")

Background:

- A. The School requires to transfer/receive pupil attainment data from/to another school.
- B. The Company has developed the SixintoSeven platform to facilitate such transfers.
- C. The Company is willing to grant a licence to the School to use the platform, subject to and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. General

- 1.1. This Agreement should be read in conjunction with: the Data Sharing & Processing Agreement (and any Participation Agreement executed under it) and the SixIntoSeven Privacy Policy <https://sixintoseven.co.uk/agreements>
- 1.2. The terms and conditions contained in this agreement detail the licence the Company grants to a Schools and governs the School's use of the SixIntoSeven platform. By subscribing (both on a paid for or free basis) to the SixIntoSeven Platform, Schools are agreeing to be bound by these terms and conditions and conditions of this Agreement.
- 1.3. We reserve the right to revise and update this Agreement at any time effective on the date of posting to the Platform the new and/or revised provisions.
- 1.4. The individual agreeing to and accepting this Agreement warrants that they are duly authorised to agree to the terms of this Agreement.

2. Definitions and Interpretation

- 2.1. In this agreement the following terms and expressions shall have the following meanings unless expressly stated otherwise:

Agreement	means, when executed, the SixIntoSeven Platform License Agreement including any annexes hereto, and the SixIntoSevern Privacy Notice https://sixintoseven.co.uk/agreements/
Applicable Data Protection Law	means Regulation 2016/679 (General Data Protection Regulation GDPR) of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; the Data Protection Act 2018, the Freedom of Information Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the Processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time. The terms 'controller', 'personal data', 'data subject', 'data subject request', 'personal data breach', 'processing' (including process, processed, processing

and processes) and 'supervisory authority' have the meaning given to them in applicable Data Protection Law as amended from time to time.

Company	means Eduboard Ltd (Company Number 10570208) t/a askEddi, whose registered address is 30 Crosby Road North, Liverpool, England, L22 4QF, including its employees (including volunteers), subcontractors, agents and assigns.
Confidential Information	means all information of a confidential nature (in any form), including Data as defined below, which is imparted or disclosed to, or otherwise obtained by a party (whether directly or indirectly) including the other party's know-how, personal data, trade secrets, financial, commercial, technical, tactical, strategic, marketing or customer information, employee information, any information agreed to be or marked as confidential, any other information a party knows, or could be reasonably expected to know, is confidential and any other such information related to or concerning a party's business.
Content	means materials displayed on the Platform, including without limitation all information, text, materials, images or audio or video material, graphics, icons, sounds recordings, computer code, software, tools, results derived from the use of software and tools, advertisements, names, logos and trademarks.
Data	means all personal data, as defined by Applicable Data Protection Law, and other information shared or processed, as applicable, by either the data Controllers or Processor and is broken down into the following categories:
School Data	means personal data relating to pupils, staff and other data regarding pupils, including year group information, professional judgement of pupil attainment indicators and 'contact required' marker.
Business Data	means personal data relating to staff at the School (Users), and information and data about the use of the Platform to enable the Company to operate its business. This includes, but is not limited to, user names, account contact information, billing and invoice information, support cases, marketing engagement and anonymised product usage data. More details can be found in the Data Sharing & Processing Agreement
Data Sharing & Processing Agreement	means a legally binding agreement between the parties to this Agreement that details the terms under which the parties will share Data with each other and any other parties to that agreement.
Force Majeure Event	means any act, event, omission or accident beyond the reasonable control of a party and that could not have been reasonably anticipated or avoided by a party, which prevents it from, or delays it in, performing its obligations under this Agreement. For the avoidance of doubt, neither Covid 19 issues, nor Brexit constitute an event of Force Majeure.
Intellectual Property Rights	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of,

confidential information (including know-how and trade secrets) 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.

Participation Agreement	means a legally binding agreement between the parties to this Agreement and the Data Sharing & Processing Agreement and an additional party that details the terms under which the parties to its will share Data with each other.
Platform	means the SixIntoSeven platform provided by the Company.
School	means the School entering into this Agreement, or any Participation Agreement executed under it, which may be either a primary or secondary school, academy or other establishment, including its pupils, employees (including volunteers), subcontractors, agents and assigns and as more specifically identified by its DfE registration number.
Subscription Period	means the 12 month period from the date that a School completes registration for SixIntoSeven unless terminated or renewed in accordance with this Agreement. Pupil data will be retained on the system up to 31st July of the following year.
Users	means school staff authorised by the school to use the platform.
Writing or written	includes faxes, emails and writing in any electronic form.

2.2. In this Agreement:

- 2.2.1. Schedule, clause, paragraph, agreement or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;
- 2.2.2. References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this Agreement.
- 2.2.3. If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail, unless expressly modified by the Schedule.
- 2.2.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.2.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.2.6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 2.2.7. 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.

3. Subscription, Payment and Term

- 3.1. This Agreement shall commence when a School enters into a subscription for the Platform and shall, (subject to earlier termination under clause 12), terminate automatically on 31st July 2022.
- 3.2. Unless expressly agreed in advance, each School must have their own separate subscription and subscriptions cannot be shared by multiple Schools, whether within the same ownership, academy trust, federation or otherwise.

- 3.3. The Company reserve the right to temporarily suspend and/or cancel any subscription where the subscription fee, if due, remains unpaid for a period of greater than 30 days from the date on the invoice.
- 3.4. This Agreement may be renewed by the mutual agreement of the parties.
- 3.5. Users of the Platform are liable for their own internet usage and mobile device charges.

4. Warranty and Disclaimer

- 4.1. Although the Company has no reason to believe that any information contained within Platform is inaccurate, no warranty is made as to the accuracy, adequacy or completeness of the information, nor does the Company undertake to keep the Platform updated.
- 4.2. The Company does not accept responsibility for loss suffered as a result of the School's reliance on the accuracy or currency of information contained in the Platform. The Company does not guarantee or warrant the Platform will be uninterrupted, without delay, error-free, omission-free, or free of viruses. The Content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.

5. Advertising and Links to Other Websites

- 5.1. The Platform may contain links to third party sites (Linked Sites). Linked Sites are not under the Company's control and The Company are not responsible for the content of any Linked Site. These links are provided to the School as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by the Company. Users link to any Linked Sites entirely at their own risk.
- 5.2. The Company does not give any representation or warranty as to the reliability, accuracy, or completeness of any Linked Sites, nor do it accept any responsibility arising in any way for any errors in, or omissions from, any Linked Sites.

6. Intellectual Property Rights

- 6.1. All Content is protected by copyright, trademark and other intellectual property laws unless otherwise indicated.
- 6.2. All Intellectual Property Rights in the Platform and its Content are owned or licensed by the Company
- 6.3. Except as expressly authorised by this Agreement, or by legislation or statute, Schools must not in any form or by any means:
 - 6.3.1. adapt, copy, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Content; or
 - 6.3.2. commercialise any information, products, or services obtained from any part of the Content.
- 6.4. Schools must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit, share or distribute this Content in any way except as expressly provided for in this Agreement or with our express prior written consent.
- 6.5. Schools must not use the Content for commercial purposes without first obtaining the prior written consent of the Company.

7. Access To and Use of the Platform

- 7.1. It is the responsibility of the School to ensure their computers, mobile devices and internet access is sufficient to access the Platform.
- 7.2. Users must take all reasonable precautions to protect their usernames and passwords from unauthorised use.
- 7.3. Schools and their Users must not access or use the Platform or the Content in any manner or for any purpose which:
 - 7.3.1. is illegal or prohibited by any laws that apply to the School;
 - 7.3.2. violates the rights of the Company in any way;
 - 7.3.3. is prohibited by this Agreement.
- 7.4. Schools must take their own precautions to ensure that the process, which they employ for accessing the Platform, does not expose them to the risk of viruses, malicious computer code, or other forms of interference, which may damage their own computer system or mobile device. We do not accept

responsibility for any interference or damage to Schools' own computer systems, mobile devices or data, which arises in connection with their access and/or use of the Platform.

8. Retention and Deletion

8.1. Notwithstanding clause 3.4, the Company shall:

- 8.1.1. Delete the School Data on the expiry or termination of this Agreement, unless requested by the School to return such data.
- 8.1.2. retain the Business Data for a period of 12 weeks after the expiry of the Subscription Period, after which time the Company shall delete the Business Data, unless otherwise required by law.

9. Confidentiality

- 9.1. Each party agrees to keep confidential any Confidential Information disclosed to it by other party.
- 9.2. To the extent any Confidential Information is Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with the terms of this Agreement.
- 9.3. Each party shall give notice to the others of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.
- 9.4. The obligations set out in this clause 8, shall not apply to Confidential Information which the receiving party can demonstrate:
 - 9.5. is or has become publicly known other than through breach of this clause 8 or
 - 9.6. was in possession of the receiving party prior to disclosure by the other party; or
 - 9.7. was received by the receiving party from an independent third party who has full right of disclosure; or
 - 9.8. was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 9.9. The obligations of confidentiality in this clause 8 shall not be affected by the expiry or termination of this Agreement.

10. Limitation of Liability

- 10.1. The Company shall have no liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for or in connection with:
 - 10.1.1. loss, interception or corruption of any Data resulting from any negligence or default by any provider of telecommunications services to the Company or the School;
 - 10.1.2. any loss arising from the default or negligence of any supplier to the School;
- 10.2. No party shall be liable to the other (whether in contract, tort (including negligence or otherwise) for:
 - 10.2.1. consequential, indirect or special losses,
 - 10.2.2. loss of profit, account of profit,
 - 10.2.3. loss of use,
 - 10.2.4. loss of production,
 - 10.2.5. loss of contract,
 - 10.2.6. loss of opportunity,
 - 10.2.7. loss of savings, discount or rebate (whether actual or anticipated),
 - 10.2.8. or harm to reputation or loss of goodwill under or in connection with this Agreement.
- 10.3. Subject to clause 10.1 and 10.2 above, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £1,000,000.
- 10.4. Notwithstanding any other provision herein, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses that cannot be excluded or limited by applicable law.

11. Indemnity and Insurance

- 11.1. Subject to clause 10, each party keeps indemnified the other(s) against all losses, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from their breach of the Agreement.
- 11.2. The parties confirm they have in place, policies of insurance adequate to cover their liabilities under this Agreement and undertake to supply, on request, evidence of insurance to establish compliance with the requirements of this Agreement with regard to the provision and adequacy of relevant insurance policies.

12. Termination

- 12.1. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 12.1.1. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [14] days after being notified in writing to do so;
 - 12.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act (IA) 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
 - 12.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 12.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 12.1.5. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 12.1.6. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 12.1.7. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 12.1.8. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
 - 12.1.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(b) to clause 14.2(h) (inclusive); or
 - 12.1.10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13. Consequences of Termination

- 13.1. On expiry or termination of this Agreement, howsoever caused, all licences granted to the School under this Agreement shall terminate immediately and access to the Platform will be terminated, and
- 13.2. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 13.3. Termination or expiry of this agreement 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 agreement which existed at or before the date of termination or expiry.

14. Force Majeure

A party will not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event.

15. Notice

- 15.1. Any notices given under this Agreement must be in writing and must be served by post, email or hand to the addresses set out at the start of this Agreement.
 - 15.1.1. by post will be effective upon the earlier of actual receipt, or 2 working days after mailing;
 - 15.1.2. by email on receipt of a read return email:
 - 15.1.2.1. for Eduboard: finance@askeddi.com
 - 15.1.2.2. for the School: [email address]
 - 15.1.3. by hand will be effective upon delivery.

16. Entire Agreement

- 16.1. This Agreement, together with the Data Sharing & Processing Agreement (and any Participation Agreement executed under it) and the SixIntoSeven Privacy Notice (<https://sixintoseven.co.uk/agreements/>) 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.
- 16.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

17. Third party rights

- 17.1. This Agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 17.2. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

18. Waiver

- 18.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

- 19.1. If any provision or part-provision of this Agreement 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 Agreement.
- 19.2. If any provision or part-provision of this Agreement is deemed deleted under clause 19.1, 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.

20. Governing law

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

21. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.