



LEARNING TERMS AND CONDITIONS of (i) QA Limited (company number 02413137) with registered offices at International House, 1 St Katharine's Way, London, E1W 1UN (ii) Cloud Academy Inc whose principal place of business is at 530 Fifth Avenue, Suite 703, New York, NY 10036 ("Cloud Academy"), and (iii) all Affiliates of QA Limited from time to time. These Learning Terms and Conditions ("Terms") are effective from 5 April 2024. These Terms shall incorporate the QA General Terms of Sale available at <https://www.qa.com/legal-privacy/> (the "General Terms").

1. Definitions and Interpretation

1.1. Definitions in the General Terms shall apply to these terms and the following additional definitions shall have the following meanings:

Bespoke Learning Services: has the meaning given to it in Condition 5.1;

Bundle: has the meaning given to it in Condition 2.7;

Joining Instructions: such joining instructions relevant to a particular course or learning module accessed as part of the Learning Services;

Learner: means the Customer's personnel or authorised representative which is permitted to access and use the Learning Services;

Learning Services: the Services to be provided by the Supplier to the Customer which shall consist of Third Party Learning Services, Supplier Learning Services and/or Bespoke Learning Services;

Supplier Learning Services: has the meaning given to it in Condition 3.1;

Third Party Learning Services: has the meaning given to it in Condition 4.1;

2. Learning Services

2.1. All Learning Services shall be as specified in the Order.

2.2. Learning Services provided under an Order may consist of a combination of Supplier Learning Services, Bespoke Learning Services and/or Third Party Learning Services.

2.3. The terms in this Condition 2 apply to all Learning Services.

2.4. Each Order for Learning Services may be subject to:

2.4.1. web portal access terms and conditions which must be accepted by the Customer's Learners; and

2.4.2. Joining Instructions provided by the Supplier to the Customer's Learners, and Learners must comply with such terms in order to access Learning Services and the Customer will be responsible for the Learners compliance with the same.

2.5. The Customer shall only use Learning Services for the Customer's own internal business purposes and shall not be entitled to commercially exploit or resell Learning Services.

2.6. The Customer shall reimburse the Supplier for such additional travelling, subsistence and other expenses as are properly incurred by the Supplier in the performance of its duties under an Order provided that all such costs and expenses shall be agreed in advance with the Customer.

2.7. Where the Customer orders a predefined selection of bundled Learning Services at a fixed price (a "Bundle"):

2.7.1. Learning Services within a Bundle are, unless otherwise agreed in writing by the Supplier or unless specified otherwise within these Terms, allocated to a particular Learner and such allocation cannot be transferred to any other Learner or individual;

2.7.2. the Customer may not modify the Learning Services within a Bundle, and may not exchange Learning Services within a Bundle for other Learning Services; and

2.7.3. each Bundle is valid for twelve (12) months. The Customer may only use the Learning Services within a Bundle during the twelve (12) month period immediately following the Order Start Date of the relevant Order. Any Learning Services within a Bundle that remain unused will expire on the Order End Date and shall be deemed used.

2.8. The Supplier reserves the right to cancel, re-schedule, change course content or venue, deliver virtually/online/remotely, discontinue or limit the size of training courses or events, in which case:

2.8.1. it shall promptly notify the Customer and the Supplier shall use commercially reasonable endeavours to ensure any changes do not impact the quality of the Learning Services provided; and

2.8.2. in the event of cancellations, if the Supplier does not re-schedule or is unable to offer suitable alternative Learning Services, the Supplier shall reimburse Charges which the Customer has already paid in advance in relation to the cancelled course.

2.9. The Supplier reserves the right to withhold Learning if Learners fail to satisfy course requirements or meet the course prerequisites. The Customer agrees and acknowledges that it is responsible for ensuring that all Learners meet the course requirements or prerequisites which can be found on the Supplier website or on the course outline and which will be confirmed on the Joining Instructions.

2.10. The cancellation and/or re-scheduling fees set out below shall apply in the event a course (or the Learner(s) attendance at a course) is cancelled or rescheduled at the Customer's request. The Supplier may issue a

supplementary invoice to the Customer for such cancellation and/or re-scheduling fees and the Customer shall make full payment to the Supplier within fifteen (15) Business Days of the date of that invoice:

Public Scheduled Courses:		
Date of Cancellation/Rescheduling	Cancellation Fee Payable	Rescheduling Fee Payable
16 or more Business Days prior to the start of the course	0%	0%
15-11 clear Business Days prior to the start of the course	50%	25%
10-6 clear Business Days prior to the start of the course	75%	50%
Fewer than six (6) Business Days prior to the start of the course	100%	100%

All other Services:		
Date of Cancellation/Rescheduling	Cancellation Fee Payable	Rescheduling Fee Payable
21 or more Business Days prior to the start of the course	0%	0%
20-11 clear Business Days prior to the start of the course	50%	50%
10-6 clear Business Days prior to the start of the course	75%	75%
Fewer than six (6) Business Days prior to the start of the course	100%	100%

2.11. Cancellation Fees are payable in the event that a Customer cancels a course and does not request for it to be re-scheduled. A Rescheduling Fee applies where a course is cancelled but re-scheduled for a different date. For the avoidance of doubt, a Cancellation Fee is not payable in addition to a Rescheduling Fee.

2.12. Save for Learning Services provided as part of a Bundle, the Customer may prior to commencement of a course substitute course Learners by written notification to the Supplier provided that such substitute Learners comply with all course requirements (including pre-requisites and pre-course reading). For the avoidance of doubt, once a Learner has commenced or had the benefit of Learning Services, such Learning Service are then non-transferable and the Learner shall not permit any other person to access or use the provided content and/or services.

2.13. The Customer acknowledges that the provision of effective Learning Services relies on the engagement and co-operation of Learners and therefore the Supplier cannot guarantee that Learners will gain a particular level of expertise by completing a course nor that a Learner will be fully equipped to resolve an underlying issue within the Customer organisation.

2.14. Prior to partaking in Learning Services, the Customer and/or Learners may be required to register directly with third parties used in connection with the delivery of Learning Services, such as delivery platforms, and the Customer acknowledges that use of certain Learning Services may be contingent on the Customer registering with such third parties.

2.15. Unless stated otherwise on an Order:
 2.15.1. the Supplier shall be entitled to increase Charges relating Learning Services on each anniversary of the commencement of an Order; and
 2.15.2. where a Charges discount is specified on an Order or otherwise agreed between the parties such discount shall not apply to the Charges



relating to: (i) exams (including exam vouchers) and (ii) all course materials including manuals and software.

3. **Supplier Learning Services**

3.1. The Supplier has a pre-existing catalogue of Supplier authored learning content which the Customer may request access to and/or the delivery of as will be more specifically described in an Order (the "**Supplier Learning Services**").

3.2. All Supplier Learning Services will be as specified on the Order.

4. **Third Party Learning Services**

4.1. The Supplier has access to: (i) a wide range of third party authored learning content; (ii) other third party learning services and resources such as exam and accreditation services; and (iii) the use of other supplier such as course and accommodation providers, which the Supplier may make available to the Customer under an Order (the "**Third Party Learning Services**").

4.2. Third Party Learning Services may be subject to additional contractual terms which will be notified to the Customer on the Order (the "**Third Party Terms**"). To the extent of conflict or inconsistency between the Third Party Terms and the General Terms or these Terms the Third Party Terms shall prevail but only insofar as they apply to the applicable Third Party Learning Services.

4.3. The Customer must ensure compliance with all Third Party Terms and shall indemnify the Supplier for all costs, expenses and damages incurred by the Supplier as a result of the Customer's breach of such Third Party Terms.

5. **Bespoke Learning Services**

5.1. The Supplier may from time to time, agree pursuant to an Order to create bespoke learning content or materials for the Customer (the "**Bespoke Learning Services**").

5.2. Subject to Condition 5.3, all Foreground IPR arising from the Bespoke Learning Service shall vest in the Supplier unless agreed otherwise in an Order and the Supplier grants to the Customer a worldwide, royalty-free, perpetual licence to use such Foreground IPR for its own internal business purposes and provided always that the Customer shall not commercialise such Foreground IPR and in particular shall not sell, license, distribute, publish or otherwise circulate such Foreground IPR to any third party except with the Supplier's prior written consent.

5.3. The Supplier may agree under an Order for Foreground IPR arising from Bespoke Learning Services to be assigned to the Customer and in such instances:

5.3.1. the Supplier assigns (or shall procure the assignment) to Customer absolutely, with full title guarantee, all right, title and interest in any such Foreground IPR;

5.3.2. the Customer grants to the Supplier a worldwide, royalty free, licence for the term of the Order to use such Foreground IPR for the purposes of providing the Services and complying with obligations under the Order;

5.3.3. the Customer agrees that it may only use Foreground IPR assigned under this Condition 5.3 for its own internal business purposes and shall not be entitled to commercially exploit or re-sell such Foreground IPR without the consent of the Supplier.

5.4. The Supplier shall not be obliged to retain copies or back-ups of any Bespoke Learning Services created for the Customer following provision of the final agreed version to the Customer.

5.5. The Customer shall be responsible for ensuring prompt feedback on Bespoke Learning Services following submission by the Supplier and in any event all feedback shall be provided by the Customer within 5 Business Days following submission by the Supplier.

5.6. Where the Customer fails to provide feedback within the 5 Business Day period specified in Condition 5.5:

5.6.1. the Bespoke Learning Services shall be deemed approved and any further changes required by the Customer shall be charged by the Supplier in accordance with its then current rate card; and

5.6.2. the Supplier shall not be obliged to hold resource to undertake any further Customer requested changes and any further Bespoke Learning Services shall be scheduled by the Supplier at the next reasonable opportunity.

5.7. Where the Customer requires changes to Bespoke Learning Services during the review process under Condition 5.5 which do not relate to an error by the Supplier or are outside the initial brief agreed between the parties, the Supplier shall be entitled to charge the Customer to undertake such changes in accordance with the Supplier's then current rate card. The Supplier shall obtain the Customer's consent to all additional Charges under this Condition 5.7 prior to being incurred.

5.8. The Customer shall be responsible for promptly providing all information and assistance required by the Supplier in order for the Supplier to provide the Bespoke Learning Services including the provision of

Customer Background IPR and any specific materials or content specified on the Order (the "**Customer Dependencies**").

5.9. Where the Customer fails to provide and/or complete the Customer Dependencies by the date specified on the Order or as reasonably directed by the Supplier:

5.9.1. the dates for completion of the Bespoke Learning Services shall be proportionately extended;

5.9.2. the Supplier shall be entitled to recover from the Customer any reasonable costs and expenses incurred by the Supplier arising from the Customer's failure; and

5.9.3. the Supplier shall be entitled to suspend the Bespoke Learning Services if delays result in unavailability of resource to complete the Bespoke Learning Services.

6. **Data Protection**

6.1. The Data Protection Addendum available at <https://www.qa.com/legal-privacy/> is incorporated into these Terms.

6.2. Supplier shall be a Data Processor where it is Processing Personal Data (as all terms are defined in the Data Protection Addendum) for the purpose of its role in delivering Learning Services.