

Matthew Syed Consulting Limited Mindset Transform Terms of Use

1. Introduction

The following terms and conditions apply to the provision and use of the Mindset Transform Digital Platform from Matthew Syed Consulting Limited:

- 1.1. "Company" means Matthew Syed Consulting Limited
- 1.2. "Client" means the person, company or organisation using Mindset Transform as identified in the Letter of Engagement
- 1.3. "Confidential Information" means (i) all software, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the software, source code relating to the software, the Company Content; and (ii) any other proprietary information supplied to the Client by the Company, or by the Client to the Company either clearly marked as "confidential information", or which would reasonably be understood to be confidential or proprietary
- 1.4. "Digital Platform" means the digital learning platform named Mindset Transform
- 1.5. "Documentation" means any on-line or hardcopy help files or written instruction manuals regarding the Digital Platform, or any of the Company Content, or any other such documentation relating to the Digital Platform
- 1.6. "Letter of Engagement" means the letter of engagement between the Company and the Client that details the appropriate fees, programme delivery and length of engagement
- 1.7. "Intellectual Property Rights" means: (i) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including goodwill associated with any trademarks or trade and business names), copyright and related rights, moral rights, databases, domain names, semi-conductor and other topography rights and utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including the rights to know-how and other technical information
- 1.8. "Company content" means any unit and/or collection of curated and/or created content structured for a unique learning experience by the Company including materials inputted, uploaded, contributed, posted, published, transmitted, shared or otherwise made available by the Company including without limitation any files, images, photos, videos, messages, notes, text, information, music and other content, materials and works of authorship. For the avoidance of doubt: (i) "Company Content" includes any and all content curated and/or created by the Company based on any initial brief, instruction or guidance from the Client and regardless of any contribution from, or collaboration with, the Client or third party; (ii) any specific or individual image, text, file, note or other content owned and contributed by the Client but contained within any Company curated and/or created content shall continue to belong to the Client
- 1.9. "User Content" means any content and/or materials inputted, uploaded, contributed, posted, published, transmitted, shared or otherwise made available solely by the Client (including any user that uses the Digital Platform pursuant to the Client's licence granted under this Agreement) on the Digital Platform, including without limitation any files, images, photos, videos, messages, notes, text, information, music and other content, materials and works of authorship. For the avoidance of doubt, this does not include any content curated and/or created with assistance from the Company or by the Company following instructions, guidance or brief from the Client. Only specific images,

text or content owned by the Client but incorporated into any Company Content will continue to be owned by the Client.

2. The Client's signature on Matthew Syed Consulting Limited Terms of Engagement confirms acceptance of these Mindset Transform Terms of Use.
3. At all times during the Term, the Client agrees to strictly follow these terms of use regarding the Digital Platform, which may be updated from time to time by the Company at its discretion. The Client shall indemnify and hold the Company harmless from and against any costs, losses, liabilities and reasonably incurred expenses (including reasonable solicitors' fees) arising out of the Client breaching its obligations to adhere to the Company's terms of use.

4. Licences:

- 4.1. Ownership of Digital Platform, Software, Services, Documentation and Company Content: the Company and/or its licensors own all Intellectual Property Rights in the Digital Platform, Software, Services, Documentation and Company Content.
- 4.2. Licence to use the Digital Platform, Software, Documentation and Company Content: Subject to the Client (i) purchasing the Licences and Services in accordance with the Terms of Engagement, (ii) adhering to the terms of use and the restrictions set out in clauses 5 and 6 below, and (iii) adhering to the other terms stated in Matthew Syed Consulting Terms of Engagement, the Company hereby grants to the Client a licence that is non-exclusive, non-transferable and limited to the duration of this Agreement to use the Digital Platform, Software, Services, Documentation and Company Content during the Term solely for the Client's internal business operations.
- 4.3. Third Party Materials. Any third party products, content, services or links displayed on or through the Digital Platform, Software, Documentation or Company Content are not referrals or endorsements of any product, service or provider; any and all such offerings are displayed solely for convenience only, and the Client acknowledges that any such third party software, content or services supplied by or to the Client or accessed by the Client in the course of or in relation to the Digital Platform may be subject to rights and the terms of the relevant third party's terms and conditions.
- 4.4. Ownership of User Content: the Client owns all Intellectual Property Rights in the User Content and is responsible for ensuring it does not infringe any third party's Intellectual Property Rights.
- 4.5. Licence to use User Content: the Client hereby grants to the Company a licence that is non-exclusive, transferable and perpetual to use the User Content purely for the purpose of performing its obligations under the Terms of Engagement. To the extent that the User Content contains any third-party materials, the Client shall obtain such necessary licences and consents to enable the Company to use such third-party materials for the purpose. The Client shall indemnify and hold the Company harmless from and against any directly incurred costs, losses, liabilities and reasonably incurred expenses (including reasonable solicitors' fees) arising out of the Client breaching its obligation to obtain the relevant third-party licences and/or consents as described in this clause 4.5.
- 4.6. Except for the right of use granted in clause 4.2 above, these Terms of Use do not grant the Client any other Intellectual Property Rights in the Digital Platform, Software, Services, Documentation or Company Content.

5. Licence Restrictions: the Client agrees that it will not:

- 5.1. sell, transfer, lease, license, sublicense, market, distribute, pledge as security or otherwise encumber the Digital Platform, Software, Documentation or Company Content;
- 5.2. alter, modify, translate, decompile, disassemble, or reverse engineer the Software, in whole or in part;
- 5.3. write or develop any derivative content, software or any other software program based upon the Digital Platform, Software, any Confidential Information or any Company Content;

- 5.4. use the Digital Platform, Software, Documentation or Company Content to provide processing services to third parties, commercial timesharing, rental or sharing arrangements, or otherwise use the Digital Platform, Software or Company Content on a 'service bureau' basis;
- 5.5. provide, disclose, divulge or make available to, or permit the use of the Digital Platform, Software, Documentation or Company Content by any third party including, without limitation, any agent or another third party without the Company's prior written consent;
- 5.6. otherwise breach any of the Company's Intellectual Property Rights in the Digital Platform, Software, Documentation or Company Content.
- 5.7. Breach of this clause 5 shall be a material breach of these Terms of Use. The Client shall indemnify and hold the Company harmless from and against any directly incurred costs, losses, liabilities and reasonably incurred expenses (including reasonable solicitors' fees) arising out of the Client breaching any of its obligations described in this clause 5.

6. Other Obligations:

- 6.1. The Client shall take all reasonable steps to protect the Digital Platform from unauthorised access or use.
- 6.2. The Client shall use the Digital Platform in compliance with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties.
- 6.3. The Client acknowledges that where it amends, changes, edits, varies, alters or modifies any Company Content contained in the Digital Platform, the Intellectual Property Rights in the Company Content remains with the Company.

7. Disclaimer of warranties: the Company expressly

- 7.1. does not warrant that the Client's use of the Digital Platform will be uninterrupted or error-free;
- 7.2. does not warrant that the Digital Platform, Documentation, Company Content and/or the information obtained by the Client through the Digital Platform will meet the Client's requirements;
- 7.3. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Client acknowledges that the Digital Platform, Software, Documentation and Company Content may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8. Assignment: The Client shall not novate, assign, transfer, charge, sub-contract or deal in any other manner with all or any of their rights or obligations under these Terms of Use without the Company's prior written consent. The Company may, however, novate, assign, sub-contract, transfer or charge all or any of its rights and obligations under this Agreement to another party without the Client's consent. Each of the Parties shall, at its own cost, perform all acts, and sign, execute and deliver all deeds and documents, as may be required for the purpose of giving full effect to any transfer that occurs pursuant to this clause 8.

9. No Partnership or Agency: Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

10. Governing Law and Jurisdiction: This Agreement will be interpreted and construed in accordance with the laws of England and Wales. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of England, and the Parties consent to the exclusive jurisdiction of these courts.