

# Steplab: Subscription Terms

## 1. Introduction

Steplab has agreed to provide and the Administrator has agreed to subscribe and pay for the Services subject to these terms and conditions (**Terms**).

## 2. Interpretation

2.1 The definitions and rules of interpretation in this clause apply in these Terms.

**Administrator:** means the school, college or other educational institution named as Administrator in the Order Form.

**Administrator Data:** the data provided by the Administrator to Steplab or inputted by the Administrator (or by Steplab on the Administrator's behalf) for the purpose of using the Services or facilitating the use of the Services by the Administrator or the Users.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** information that is proprietary or confidential and is either labelled as such or identified as Confidential Information in clause 11.2.

**Content:** the written content or information in any medium whatsoever which is produced by Steplab for the purpose of providing the Services.

**Initial Subscription Term:** the initial term of the Subscription as stipulated in the Order Form.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, 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;

**Order Form:** the order form or other written confirmation of the Subscription issued by Steplab (whether by email or otherwise) to which these Terms are attached specifying, *inter alia*, the name and address of the Administrator, the number of User Subscriptions, Subscription Fees and Subscription Term.

**Renewal Period:** the period described in clause 14.1.

**Services:** the online services provided by Steplab to the Administrator via the Websites for the purpose of improving the teaching practice and performance of the Users together with any other materials or documentation, including but not limited to the

Content, supplied in hard copy form by Steplab to the Administrator from time to time and whether provided on a free trial or paid subscription basis.

**Software:** the online software applications provided by Steplab as part of the Services.

**Start Date:** the date stated on Order Form being the date of commencement of provision of the Services.

**Steplab:** Steplab Limited (company number 12874930) whose registered office is located at 520 High Road, Leyton, London, United Kingdom, E10 6RL.

**Subscription:** the subscription to use the Services in accordance with these Terms and the Order Form.

**Subscription Fees:** the subscription fees payable by the Administrator to Steplab for the User Subscriptions, as set out in the Order Form.

**Subscription Term:** has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**Terms of Service:** means the terms of service and privacy policy adopted by Steplab from time to time and accepted by all Users as a condition of accessing the Services.

**Users:** those employees, agents and independent contractors of the Administrator who are authorised to use the Services.

**User Subscriptions:** the user subscriptions purchased by the Administrator pursuant to clause 9.1 and as detailed in the Order Form which entitle Users to access and use the Services.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Websites:** the websites operated by Steplab at [www.steplab.co](http://www.steplab.co) and [www.powerfulactionsteps.education](http://www.powerfulactionsteps.education) and/or any other website hosted by Steplab from time to time for the purpose of providing the Services.

2.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

### **3. User Subscriptions**

- 3.1 Subject to these Terms (including the obligation to pay the Subscription Fees), Steplab hereby grants to the Administrator a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Users to use the Services during the Subscription Term solely for the Administrator's internal business purposes.
- 3.2 In relation to the Users, the Administrator undertakes that:
- (a) the maximum number of Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased;
  - (b) it will not allow or suffer any User Subscription to be used by more than one individual User;
  - (c) it shall permit Steplab (or its agent) to audit the Services in order to establish compliance with these Terms and the Terms of Service. Each such audit may be conducted no more than once per quarter, at Steplab's expense, and this right shall be exercised with reasonable prior notice;
  - (d) if any of the audits referred to in clause 3.2(c) reveal that any password has been provided to any individual who is not an authorised User, then without prejudice to Steplab's other rights, the Administrator shall promptly disable such passwords and Steplab shall not issue any new passwords to any such individual; and
  - (e) if any of the audits referred to in clause 3.2(c) reveal that the Administrator has underpaid Subscription Fees to Steplab, then without prejudice to Steplab's other rights, the Administrator shall pay to Steplab an amount equal to the cost of such additional User as if they had been a User from the Start Date within 5 Business Days of the date of the relevant audit.
- 3.3 The Administrator shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:
    - (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 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;
  - (b) access all or any part of the Services in order to build a product or service which competes with the Services;
  - (c) use the Services to provide services to third parties;
  - (d) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Content available to any third party except the Users;
  - (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; or
  - (f) introduce or permit the introduction of, any Virus into Steplab's network and information systems.
- 3.4 The Administrator shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Steplab.
- 3.5 The rights provided under this clause 3 are granted to the Administrator only.

#### **4. Additional user subscriptions**

- 4.1 Subject to clause 4.2 and clause 4.3, the Administrator may, from time to time during the Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order Form and Steplab shall grant access to the Services to such additional Users in accordance with the provisions of these Terms.
- 4.2 If the Administrator wishes to purchase additional User Subscriptions, the Administrator shall notify Steplab in writing. Steplab shall evaluate such request for additional User Subscriptions and respond to the Administrator with approval or rejection of the request. Where Steplab approves the request, Steplab shall activate the additional User Subscriptions within 10 days of its approval of the request.
- 4.3 If Steplab approves the Administrator's request to purchase additional User Subscriptions, the Administrator shall, within 30 days of the date of Steplab's invoice, pay to Steplab the relevant fees for such additional User Subscriptions based on the then prevailing rates of Steplab as notified to the Administrator in advance of the request being approved.

## **5. Services**

- 5.1 Steplab shall, during the Subscription Term, provide the Services to the Administrator on and subject to these Terms.
- 5.2 Steplab shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for times during which any maintenance is required and where reasonable advance notice has been provided to the Administrator.
- 5.3 The Administrator may if agreed separately with Steplab in writing purchase additional services at the Supplier's then current rates. Any such services so purchased will be subject to these Terms unless expressly agreed otherwise.

## **6. Data protection**

All Users are obliged to agree and accept the Terms of Service as a condition of accessing the Services. These Terms and the Terms of Service govern the obligations of Steplab and the Users in relation to data protection matters. To the extent that the Administrator controls any personal data of any User it shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data which the Administrator processes in connection with these Terms for the duration of the Subscription Term.

## **7. Steplab's obligations**

- 7.1 Steplab undertakes that the Services will be performed with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Steplab's instructions, or modification or alteration of the Services by any party other than Steplab or Steplab's duly authorised contractors or agents.
- 7.3 Steplab:
  - (a) does not warrant that:
    - (i) the Administrator's use of the Services will be uninterrupted or error-free;
    - (ii) that the Services and/or the information obtained by the Administrator through the Services will meet the Administrator's requirements; or
    - (iii) the Software or the Services will be free from Viruses;
  - (b) 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, and the Administrator acknowledges that the Services may

be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 7.4 These Terms shall not prevent Steplab from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.
- 7.5 In the event of any loss or damage to any Administrator Data, the Administrator's sole and exclusive remedy against Steplab shall be for Steplab to use reasonable commercial endeavours to restore the lost or damaged Administrator Data from the latest back-up of such Administrator Data maintained by Steplab in accordance with its archiving procedures in place from time to time. Steplab shall not be responsible for any loss, destruction, alteration or disclosure of Administrator Data caused by any third party (except those third parties sub-contracted by Steplab to perform services related to Administrator Data maintenance and back-up for which it shall remain fully liable).

## **8. Administrator's obligations**

8.1 The Administrator shall:

- (i) provide Steplab with all necessary co-operation in relation to these Terms and all necessary access to such information as may be required by Steplab in order to provide the Services, including but not limited to the Administrator Data;
- (b) without affecting its other obligations under these Terms, comply with all applicable laws and regulations with respect to its activities under these Terms;
- (c) ensure that the Users use the Services in accordance with the Terms of Service and shall be responsible for any User's breach of the Terms of Service;
- (d) ensure that its network and systems comply with the relevant specifications provided by Steplab from time to time; and
- (e) be, to the extent permitted by law, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Steplab's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Administrator's network connections or telecommunications links or caused by the internet.

8.2 The Administrator shall own all right, title and interest in and to all of the Administrator Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Administrator Data.

## **9. Charges and payment**

- 9.1 The Administrator shall pay the Subscription Fees to Steplab for the User Subscriptions in accordance with this clause 9.
- 9.2 Steplab shall invoice the Administrator:
- (a) on or before the Start Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
  - (b) subject to clause 14.1, at least 30 days prior to each anniversary of the Start Date for the Subscription Fees payable in respect of the next Renewal Period, and the Administrator shall pay each invoice within 30 days after the date of such invoice.
- 9.3 If Steplab has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Steplab may, without liability to the Administrator, disable the Administrator's password, account and access and that of any of its Users to all or part of the Services and Steplab shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 9.4 All amounts and fees stated or referred to in these Terms:
- (a) shall be payable in the currency stipulated in the Order Form;
  - (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
  - (c) are exclusive of value added tax, which shall (if applicable) be added to Steplab's invoice(s) at the appropriate rate.
- 9.5 Steplab shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 30 days' prior notice to the Administrator and the Order Form shall be deemed to have been amended accordingly.

## **10. Proprietary rights**

- 10.1 The Administrator acknowledges and agrees that Steplab and/or its licensors own all Intellectual Property Rights in the Services and the Content. Except as expressly stated herein, these Terms do not grant the Administrator any rights to, under or in, any Intellectual Property Rights in the Services or Content or any other rights or licences in respect thereof.
- 10.2 In the event that Steplab expressly agrees to make available to the Administrator the Content (or any part of it) for any purpose whatsoever, including but not limited to undertaking a translation thereof, all Intellectual Property Rights in that Content shall remain vested in Steplab at all times and the Administrator irrevocably agrees that any

Intellectual Property Rights arising in respect of any improvement, alteration or translation of such Content which is produced by the Administrator or its employees or agents (**New Content**) shall be automatically assigned to Steplab with full title guarantee on a perpetual and royalty free basis. The Administrator shall not challenge Steplab's rights to or ownership of the New Content and shall do all such other deeds, acts and things as may be required to fully and effectively vest ownership of such New Content in Steplab.

## **11. Confidentiality**

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to 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; or
  - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.
- 11.2 The Administrator acknowledges that details of the Services and the Content constitute Steplab's Confidential Information.
- 11.3 Subject to clause 11.5, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms.
- 11.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Terms.
- 11.5 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 11.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.6 The above provisions of this clause 11 shall survive termination of the Subscription under these Terms.



## **12. Indemnity**

The Administrator shall defend, indemnify and hold harmless Steplab against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Administrator's use of the Services, provided that:

- (a) Steplab provides reasonable co-operation to the Administrator in the defence and settlement of such claim, at the Administrator's expense; and
- (b) the Administrator is given sole authority to defend or settle the claim.

## **13. Limitation of liability**

13.1 Except as expressly provided in these Terms:

- (a) the Administrator assumes sole responsibility for results obtained from the use of the Services by the Administrator and Users. Steplab shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Steplab by the Administrator in connection with the Services, or any actions taken by Steplab at the Administrator's request or direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and
- (c) the Services are provided to the Administrator on an "as is" basis.

13.2 Nothing in these Terms excludes the liability of Steplab:

- (a) for death or personal injury caused by Steplab's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

- (a) Steplab shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and
- (b) Steplab's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

- 13.4 In no event shall Steplab, its employees, agents and sub-contractors be liable to the Administrator to the extent that any claim arises in consequence of:
- (a) the modification of the Services by anyone other than Steplab; or
  - (b) the Administrator's or User's use of the Services in a manner contrary to the instructions of Steplab.
- 13.5 Nothing in these Terms excludes the liability of the Administrator for any breach, infringement or misappropriation of Steplab's Intellectual Property Rights in the Services.

#### **14. Term and termination**

14.1 These Terms shall, unless otherwise terminated as provided in this clause 14, commence on the Start Date and shall continue for the Initial Subscription Term and, thereafter, the Subscription shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) the Administrator notifies Steplab that it wishes to terminate, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Subscription shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period;
- (b) Steplab notifies the Administrator that it will terminate, at any time before the end of the Initial Subscription Term or any Renewal Period, in which case the Subscription shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (c) otherwise terminated in accordance with the provisions of these Terms;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Without affecting any other right or remedy available to it, Steplab may terminate the Subscription with immediate effect if the Administrator fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment.

14.3 On termination of the Subscription for any reason:

- (a) all licences granted under these Terms shall immediately terminate and the Administrator shall immediately cease (and procure that all Users immediately cease) all use of the Services;
- (b) the Administrator shall return and make no further use of any equipment, property, documentation, Content, New Content and other items (and all copies of them) belonging to Steplab;

- (c) Steplab may destroy or otherwise dispose of any of the Administrator Data in its possession; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected or prejudiced.

**15. Force majeure**

Steplab shall have no liability to the Administrator under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Steplab or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Administrator is notified of such an event and its expected duration.

**16. Variation**

Steplab shall be entitled to amend these Terms by serving 10 days' notice of such changes in writing on the Administrator.

**17. Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**18. Rights and remedies**

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

**19. Severance**

If any provision or part-provision of these Terms 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 these Terms.

## **20. Entire agreement**

- 20.1 These Terms constitute 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.
- 20.2 Each party acknowledges that it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

## **21. Assignment**

- 21.1 The Administrator shall not, without the prior written consent of Steplab, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 21.2 Steplab may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

## **22. No partnership or agency**

Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **23. Third party rights**

These Terms do not confer any rights on any person or party (other than the parties hereto and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **24. Notices**

- 24.1 Any notice required to be given under these Terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the these Terms or the Order Form, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the Order Form.
- 24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post

shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received on the Business Day following the date of sending or (if shown by a delivery receipt obtained by the sender) at the time of transmission.

**25. Governing law and jurisdiction**

25.1 These Terms and any dispute or claim arising out of or in connection with them or their 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.

25.2 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 these Terms or their subject matter or formation (including non-contractual disputes or claims).