

SPECIFIC CONDITIONS X9 – TRAINING PLATFORM MANAGEMENT SERVICES

These Specific Conditions govern the Training Platform Management Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”) and Specific Conditions X3 – Standard Operational Services (“**Specific Conditions X3**”), which shall be deemed to be incorporated into the Contract for the performance of any Training Platform Management Services performed under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
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| “Training Platform” | means the platform which is being used to deliver the Training Platform Management Services; |
| “Training Platform License” | means a license to access and use the Training Platform, which shall have been purchased separately by the Customer; |
| “Training Platform Vendor” | means the provider of the Training Platform; and |
| “Training Platform Management Services” | means the Services provided by the Company in accordance with these Specific Conditions. |
- 1.2 All other capitalised terms used in these Specific Conditions, which are not defined in paragraph 1.1 shall have the meanings stated in the Conditions or Specific Conditions X3.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Training Platform Management Services to the Customer.

3 MINIMUM TERM

- 3.1 The Minimum Term shall be as stated in the Order Form or, if no Minimum Term is specified, twelve (12) calendar months from and including the Commencement Date.

4 SERVICE DELIVERABLES

- 4.1 The Company will, on a quarterly basis, or as otherwise specified in the Order Form:
- 4.1.1 host a call of no more than one (1) hours duration (unless specified otherwise in the Order Form) to review and make recommendations relating to the Training Platform as applicable;
 - 4.1.2 create a report using the functionality provided by the Training Platform and provide the report to the Customer;
 - 4.1.3 implement configuration changes relating to the Training Platform as agreed between the parties during the call referred to in paragraph 0 above; and
 - 4.1.4 escalate to the Training Platform Vendor any Incidents relating to the Training Platform in accordance with the Incident Management process.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer shall:
- 5.1.1 ensure that it has paid for any necessary Training Platform Licence required to deliver the Training Platform Management Services;
 - 5.1.2 be responsible for ensuring compliance with the terms of any software licence agreement for the Training Platform;
 - 5.1.3 provide a templated list of End User details including title, full name and email address; and
 - 5.1.4 ensure that the End User has suitable internet access in order to make use of the Training Platform.

6 CHARGES

- 6.1 The Charges for the Training Platform Management Services are as identified in the Order Form.
- 6.2 The Charges for the Training Platform Management Services will be invoiced monthly in advance, with the first invoice issued by the Company on or around the Commencement Date and monthly thereafter, unless stated otherwise in the Order Form.

7 EXCLUSIONS

- 7.1 The following shall be excluded from the scope of the Training Platform Management Services:
- 7.1.1 the cost of any Training Platform Licence. The Company will only deliver Training Platform Management Services where the relevant Training Platform Licence has been purchased by the Customer; and
 - 7.1.2 any configuration changes relating to the Training Platform which are deemed by the Company to be additional Services. Where provided such additional Services will be provided on a chargeable basis subject to the terms of the relevant Specific Conditions.

8 GENERAL

- 8.1 The Training Platform Management Services will be provided from a Site.
- 8.2 All reporting is based on the Training Platform’s templated standards and any reports required outside of that standard may incur additional charges which the Customer shall pay in accordance with the terms of the Contract.
- 8.3 The Company reserves the right to make reasonable adjustments to the Training Platform Management Services if the Training Platform Vendor changes or removes any functionality which the Company relies on to deliver the Training Platform Management Services.