



Ikon Science e-learning Terms and Conditions

1 DEFINITIONS

For the purposes of the Agreement:

“**Access Period**” has the meaning given in paragraph 3.3 of these Terms and Conditions.

“**Affiliate**” means any entity which controls, is controlled by or is under common control with Ikon Science Limited, where “control” means the ownership, directly or indirectly, of more than fifty per cent (50%) of the voting securities of Ikon Science Limited or such other entity or the ability, directly or indirectly, to control or determine the management or general business decisions of Ikon Science Limited or such other entity, whether by membership on the relevant board of directors or other governing body, by contract or by any other means.

“**Agreement**” means, with respect to a Training Course and the Services relating thereto, these Terms and Conditions together with the Booking Form (and, if applicable, any Purchase Order attached thereto) and Email Confirmation regarding such Training Course, as the same may from time to time be supplemented or amended by written agreement between Ikon Science and Customer.

“**Booking Form**” means the online booking form available on the Ikon Science website pursuant to which Ikon Science is requested to provide a Training Course to the Individual User as specified therein, as the same may from time to time be supplemented or amended by written agreement between Ikon Science and Customer.

“**Confirmation Email**” means the email booking confirmation issued by Ikon Science pursuant to paragraph 2.1

“**Customer**” means the individual or entity named as such in the Booking Form.

“**Effective Date**” shall have the meaning given to that term in paragraph 2.1 of these Terms and Conditions.

“**Evaluation Customer**” has the meaning given in paragraph 3.5 of these Terms and Conditions.

“**Extended Access Period**” has the meaning given in paragraph 3.3 of these Terms and Conditions.

“**Fee**” means, in respect of each Training Course, the fee, if any, payable by Customer for such Training Course, as more particularly set out in the Booking Form.

“**Ikon Science**” means Ikon Science Limited or, where the Training Course is to be provided by any of its Affiliates, such Affiliate, all as more particularly set out in the Email Confirmation.

“**Ikon Science Software**” means the RokDoc suite of software and/or such other software programs as may, from time to time, be made available for licence by Ikon Science to customers.

“**Individual User**” means the person named as such in the Booking Form.

“**Intellectual Property**” means all trademarks or trade names (whether common-law or registered), patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flows, inventions, expertise, software and any other transferable rights under written contracts or otherwise.

“**Materials**” means, in respect of each Training Course, the information and training materials, including slides, demonstrations, videos, workflows and other documentation, as may be made available by Ikon Science to the Individual User via the Platform in connection with such Training Course(s).

“**Permitted Purpose**” has the meaning given in paragraph 4 of these Terms and Conditions.

“**Platform**” means the web-based e-learning platform upon which the Training Course may be accessed by Customer.

“**Privacy Notice**” has the meaning given in paragraph 9.1 of these Terms and Conditions.

“**Purchase Order**” means a written order for a Training Course issued by Customer and referencing the Booking Form and these Terms and Conditions.

“**Services**” means, with respect to each Training Course, the provision of access to such Training Course and related Materials by Ikon Science to the Individual User via the Platform in accordance with these Terms and Conditions.

“**Software Evaluation**” means the evaluation of certain Ikon Science Software by Customer pursuant to a software evaluation licence agreement entered into between Customer and Ikon Science.

“**Terms and Conditions**” means these terms and conditions for the supply of the Services.

“**Training Course(s)**” means the e-learning training course(s) specified in the Booking Form.

2 ACCEPTANCE OF TERMS

- 2.1 The Booking Form constitutes an offer by Customer to purchase the Training Course(s) specified therein in accordance with the terms of the Agreement. The Agreement will be deemed to be created between Customer and Ikon Science upon Ikon Science issuing an email to the Customer confirming that the Booking Form (together with any Purchase Order attached thereto) has been accepted by Ikon Science (“**Effective Date**”).
- 2.2 The Agreement constitutes the entire agreement between Customer and Ikon Science with respect to the Services, and supersedes all prior agreements and arrangements (written or oral) relating to its subject matter. Customer acknowledges that it has not, in entering into the Agreement, relied on any representation, undertaking or other statement which is not set out in the Agreement. Nothing in the Agreement shall exclude the liability of either party for fraud.
- 2.3 Each Booking Form and Purchase Order shall be deemed to incorporate these Terms and Conditions. In the event of any inconsistency between the terms of the Booking Form and/or the Purchase Order and these Terms and Conditions, these Terms and Conditions shall prevail. Any Customer terms and/or conditions attached to, or referenced in, the Booking Form and/or the Purchase Order shall not apply and shall be deemed to be deleted.

3 SERVICES

- 3.1 As soon as practicable following receipt of the relevant Fee from the Customer in accordance with paragraph 6.1, Ikon Science shall, by email, send the Individual User details of how to access the Services, together with the username and automatically generated password allocated to such Individual User for such purpose on a single user basis.
- 3.2 Customer shall procure that the Individual User shall keep his or her username and password secure at all times and not disclose the same to any other person. Customer shall, and shall procure that the Individual User shall, promptly notify Ikon Science by email to e-learning@ikonscience.com upon becoming aware of any unauthorised use of such the username or password or any other suspected breach of security affecting the Services.
- 3.3 The Services shall be provided for the limited period set out in the Booking Form (“**Access Period**”), provided that, upon request from Customer, Ikon Science may at its discretion grant a limited extension to the Access Period (“**Extended Access Period**”) for such period as Ikon Science may agree, subject to payment by Customer of the applicable fee therefor in accordance with Ikon Science’s then current pricelist for the relevant Training Course(s). The terms of the Agreement will apply to any Extended Access Period.
- 3.4 Customer shall be responsible for ensuring that the Individual User has successfully completed the Training Course(s) within the Access Period or Extended Access Period, as applicable. Subject to paragraph 3.5 below, all Individual Users who complete a Training Course(s) within the Access Period or Extended Access Period (as applicable) will, subject to payment of the Fee by Customer, receive a certificate of completion of such Training Course(s) from Ikon Science.
- 3.5 Subject to the terms of the Agreement, Ikon Science may, at its absolute discretion, provide complementary Services in respect of a particular Training Course(s) to an Individual User as part of a Software Evaluation by a Customer (“**Evaluation Customer**”). Notwithstanding any other provision of the Agreement, such Individual User shall be entitled to receive a certificate of completion as contemplated in paragraph 3.4 above if (i) such Individual User has successfully completed the Course(s) within the relevant Access Period or Extended Access Period (as applicable), and (ii) the Evaluation Customer has agreed in writing to purchase some or all of the Ikon Science Software subject to such Software Evaluation.

- 3.6 Customer warrants that it holds all relevant Ikon Science Software licences and such other software, hardware and resources as are required for the Individual User to access and use the Services.
- 3.7 Ikon Science cannot guarantee that the Platform and/or the Services will operate continuously or without interruption or be free from any error or defects. In the event that access is interrupted or restricted for any reason within Ikon Science's reasonable control, Ikon Science will take commercially reasonable steps to restore the Individual User with full access within a reasonable period of time and shall extend the Access Period or Extended Access Period (as applicable) by such period as Ikon Science deems reasonable to account for such period of interruption or restricted access. Ikon Science is not liable for any delays or access failures resulting from any act and/or omission by the Individual User or Customer or resulting from the Individual User's or Customer's internet connectivity problems. **THE UNDERTAKING GIVEN BY IKON SCIENCE IN THIS PARAGRAPH 3.7 IS IN LIEU OF ANY CONDITION OR WARRANTY EXPRESSED OR IMPLIED BY LAW WITH RESPECT TO ITS SUBJECT MATTER AND CONSTITUTES THE FULL EXTENT OF IKON SCIENCE'S LIABILITY IN RESPECT OF THE SAME.**
- 3.8 Customer acknowledges and agrees that it has no cancellation rights in respect of a Training Course(s) once Ikon Science has issued a Confirmation Email relating thereto and that the Fee relating to such Training Course(s) shall remain payable and be non-refundable, whether or not the Individual User completes the Training Course(s) within the Access Period or Extended Access Period (as applicable), save in the case of cancellation by Ikon Science of the relevant Training Course(s).
- 3.9 For the avoidance of doubt, Customer shall be, and shall remain, responsible for any failure by the Individual User to comply with the terms of the Agreement as if any act or omission of such Individual User were its own. Ikon Science reserves the right to suspend or cancel the Services forthwith without notice and without liability to Customer or the Individual User if Ikon Science becomes aware of any material failure by the Individual User or the Customer to comply with the terms of the Agreement.

4 LICENCE

Subject to the terms of the Agreement, Ikon Science grants the Individual User a non-exclusive, non-transferable and personal licence to access and use the Services for training and, if applicable, Software Evaluation purposes only, and not for any commercial purpose ("**Permitted Purpose**").

5 USE OF MATERIALS

- 5.1 Customer acknowledges and agrees that the Materials and all Intellectual Property therein belong exclusively to Ikon Science or its third party licensors (where applicable) and that neither the Individual User nor Customer shall acquire any rights of ownership or other interest therein. Customer shall procure that the Individual User shall not (i) modify, copy, screengrab or otherwise reproduce the Materials other than as expressly permitted in paragraph 5.2; (ii) use the Materials other than for the Permitted Purpose; or (iii) sublicense, sell, lease, transfer, publish or otherwise make available or disclose the Materials or any part thereof (whether orally, in writing or in electronic form) to any third party.
- 5.2 The Individual User may download or print a single copy of any downloadable or printable Materials available on the Platform solely for the Permitted Purpose, provided that the terms of the Agreement will apply to all such copies.
- 5.3 Customer shall, and shall procure that the Individual User shall, promptly notify Ikon Science upon becoming aware of any misuse, unauthorised disclosure or unauthorised copying of the Materials and will use its reasonable endeavours at its own cost to prevent or limit further unauthorised access, use or disclosure of the same.

6 PAYMENT OF FEES

- 6.1 On the Effective Date, Ikon Science shall invoice Customer the Fee for the Training Course(s) purchased pursuant to the Agreement. Customer shall pay Ikon Science the Fee within thirty (30) days of receipt of such invoice. The

Fee is exclusive of all taxes (including service taxes) which, if applicable, will be charged to Customer in addition to the Fee and shown as a separate item on the invoice.

6.2 Payment shall be to such bank account and in such currency as stated in the relevant invoice. Customer shall be responsible for any currency conversion charges payable in order to make payment in the currency stipulated in the invoice.

6.3 Without prejudice to any other available remedy, Ikon Science reserves the right to suspend or terminate the Agreement and/or the Services if Customer fails to pay any invoices when due.

7 LIMITATIONS ON LIABILITY

7.1 To the extent permitted by applicable law and regardless of the form of action, the maximum liability of Ikon Science arising out of or in connection with the Agreement shall be limited to the total Fees paid by Customer.

7.2 To the extent permitted by applicable law, in no event shall Customer or Ikon Science be liable to the other for any loss of profits, business or anticipated savings whether direct or indirect or for any special, incidental, indirect, consequential, exemplary or punitive loss or damages arising out of or in connection with the Agreement.

7.2 The Materials are provided "as is" without any representation or warranty of any kind whether express or implied, including but not limited to, warranties of satisfactory quality, fitness for any particular purpose, completeness or accuracy. Individual User shall access the Service and use the Materials at its own discretion and risk, and Ikon Science shall have no responsibility for any damage to Customer's or the Individual User's computer system or loss of data or any claim from Customer, the Individual User or any other third party that results directly or indirectly from the download, use or possession of the Materials or provision of the Services.

7.4 Ikon Science shall not be liable to Customer for any failure or delay in the performance of its obligations under the Agreement caused by circumstances beyond its reasonable control.

8 GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by English law and subject to the exclusive jurisdiction of the English courts.

9 DATA PROTECTION

9.1 Ikon Science shall use and hold all personal information it acquires from Customer in accordance with its privacy notice (<https://www.ikonscience.com/privacy>), as amended from time to time ("**Privacy Notice**"). Customer hereby acknowledges that it has read and agrees to the terms of the Privacy Notice, that it consents to the processing of its data on the basis of the same and to the extent required for the provision of the Services by Ikon Science and that it understands its rights and obligations under the Privacy Notice.

9.2 Customer further warrants that any data it provides to Ikon Science (including any personal information belonging to the Individual User) will be accurate and that if such data is not proprietary to Customer, Customer warrants that it has permission to process the personal data provided and to authorise Ikon Science to process the same for the purpose of this Agreement.

10 BOOKING ISSUES AND COMPLAINTS

All queries regarding the booking of Services shall be referred to e-learning@ikonscience.com and all technical support queries shall be referred to support@ikonscience.com.

11 NO THIRD PARTY RIGHTS

No provision of the Agreement is intended by Ikon Science or Customer to be construed as creating any right(s) enforceable by any third party (including, for the avoidance of doubt, any Individual User).