

## GENERAL TERMS FOR BRAVOLESSON

These General Terms shall apply between Successful Schools Sweden ("the Supplier"), an official distributor for Derwentio Education Ltd., and the client ordering the service BRAVOLesson ("the Client") with regard to the Client's use of BRAVOLesson.

### 1. GENERAL

The Supplier offers a service for lesson observations, collaborative learning, feedback to teachers and development of education, BRAVOLesson ("the Service").

Thereby the Client obtains a non-exclusive licence to use the Service in its undertaking. The Client does not have a right to use the Service for another undertaking or to sub-licence or assign the Service.

By requesting connection, the Client accepts these General Terms for the Service applying from time to time. These General Terms may be modified. In such case, the Client must be notified in writing at least 30 days prior to modification of the terms.

### 2. CONNECTION AND LICENCE

The Supplier hereby grants the Client a non-exclusive, non-assignable, non-sub-licensable and limited right to use the Service in its own undertaking, provided that the use always complies with these General Terms and any other terms that the Supplier may set for the Service from time to time. The licence is conditional on the Client paying all applicable licence fees to the Supplier.

The licence is granted either as a single-user licence (with a specifically named user) or a school licence (with at least ten named users).

The licence is currently limited to use via [www.bravolession.se](http://www.bravolession.se).

The Client shall be responsible for internet connection for access to the Service and/or mobile costs that may arise due to the use of the Service.

The Supplier shall give the Client access and permission to use the Service according to these General Terms, but the Client confirms that the Client alone shall be responsible for obtaining any permissions that may be required to publish material via the Service.

The Client shall be responsible for personal data concerning data stored in the Service and is thereby responsible for all handling of personal data that takes place within the framework of the use of the Service. The Supplier shall, as personal data processor, be responsible for storing the Client's data according a personal data assistant agreement entered into between the parties.

The Service may include links to third-party services and such services may be accessible to the Client via the Service. Such services shall be subject to the respective third parties' terms and provisions applying to these services. The Client is recommended to read third-party terms carefully, as they constitute an agreement between the Client and the third party. The Supplier shall not be behind or responsible for any third-party service or any transaction that the Client may enter into with the provider of such services.

### 3. USERS

When taking out a single-user licence, the Client must designate the person, who will use the Service within the framework of the licence ("the User"). The Supplier assigns a personal user account with user name and password to the User. Single-user licences may only be used by the User registered by the Supplier. If the Client wishes to change the designated User according to a single-user account, the Client must notify the Supplier of this.

When taking out a school licence, the Client must register users (e.g. the Client's employees) ("the Users") of the Service. A school licence comprises at least ten Users, and the Client may increase the number of Users at any time during the subscription period. The Users are provided with a personal user account with user name and password. The Users have no right to use any other person's user name and password when using the Service. The Client may change registered Users during the subscription period. The Client shall be responsible for the personal data collected and handled for setting up and maintaining user accounts. Before logging into the Service for the first time, the Users must accept the Supplier's user terms for the Service. The Supplier reserves the right, at its own discretion, to close accounts and discontinue the use of the Service, if the Users violate these General Terms.

### 4. RIGHTS

All copyrights, trademarks, domain names and other intellectual property rights associated with the Service belong to the Supplier or its licensor, and all copyrights and intellectual property rights to the Service are reserved as well as material existing therein. The licence does not give the Client any right to use any of these characteristics, neither for commercial or non-commercial use.

The Client may not copy, disclose logins, reproduce, license, lend out, sell or in any other way transfer or communicate all or part of the Service and the documentation or any interest therein or in favour of a third party. The Client must respect all statements about copyrights found in the Service. The client may not deliberately violate the copyright when the Client creates templates and forms, and the Client must take care that its staff fulfil all terms in these General Terms and will be held responsible for any violations of these.

### 5. INFORMATION ENTERED

Data and documentation that the Client or the Users create, store or upload to the Service ("Information") are owned by the Client.

Neither the Client nor the Supplier may reproduce, distribute, transfer or provide access to the Client's information except upon written instructions from the Client. Neither the Client nor the Supplier may render any copies of the Client's data except for what is required for normal security copying.

The Client guarantees that Information:

- does not infringe intellectual property rights (including copyrights) or right of publicity or confidentiality for any third party or in any other way violates such third party's rights;
- does not constitute information that the Client does not lawfully has the right to distribute (e.g. confidential information);
- does not contain information that is offensive or misleading;
- does not constitute information that may be considered to be threatening, derogatory, offensive, racist or ethnically offensive, discriminating, slanderous or in any other way illegal or inappropriate.
- does not contain person identification information such as names of teachers, students or staff.

The Supplier may, but is not obliged to do so, at its own discretion remove content from the Service that conflicts with the above terms. The Supplier does not carry out any active examination of content that the Client has disclosed, made available or in any other way used in connection with the Service and holds no responsibility for deletion or loss of any content.

## 6. PRICE, PAYMENT TERMS AND PRICE CHANGES

The license is either a single-user license (a named User) or a school license (at least ten named Users). Prices in SEK Euro or ISK for the Service according to the Supplier's price list applying at any time are available on [www.bravolesson.com](http://www.bravolesson.com) (does not apply to the Icelandic version of BRAVOLesson).

The Supplier has the right to change the prices stated in the price list during the term of the agreement. In case the Supplier decides to change the contents of the price list, the Supplier shall notify the Client no later than one (1) month before the change comes into force. Written notification means letter by post, email message or another electronic message via the Service.

In case the parties agree to add further modules or functionality to the Service, the Supplier, upon introduction or activation of a new module, has the right to charge an additional fee, which is directly attributable to the Supplier's extra costs to a third party regarding this module or functionality.

The Supplier invoices the costs annually in advance based on the licence type and number of Users (under school licences) and then every three months after the first year.

The Supplier is, on specific order from the Client, entitled to compensation for work in connection with upstart of the subscription, including compensation for travel and outlays. Such expenses are invoiced after delivery.

Invoices are payable within 30 days. In case of late payment, a reminder fee and interest on overdue payments according to the law on interest will be charged. The Supplier reserves the right to deny access to the Service for the Client and the Users, whom the Client has connected in case of late payment.

## 7. TERM OF AGREEMENT AND TERMINATION

The subscription shall apply during the introductory period that the parties agree on in accordance with the order, and the subscription is subsequently renewed annually if it is not cancelled at least one month before the end of the current subscription period.

The Client has the right to cancel individual user accounts under a school licence no later than one month before the end of the current subscription period. However, a school licence may never comprise less than ten Users.

If the Client does not fulfil its obligations according to these General Terms, the Supplier may cancel the subscription and terminate the connection, if the Client does not take corrective measures within 14 days from the Supplier's request in this regard. On cancellation of the subscription according to the above-mentioned section, paid subscription fees will not be refunded.

If the Users under a school licence do not fulfil their obligations according to these General Terms, the Supplier may cancel the user account and terminate the connection for the Users in question. On cancellation of a user account according to the above-mentioned section, paid subscription fees for the user account will not be refunded.

Moreover, the Supplier has a right to cancel the subscription and the Client's connection during the term of the agreement with three (3) months' notice. On cancellation of the subscription and the connection, the Client has the right to request the Supplier to refund the part of the subscription fee concerning the period after the connection has been terminated.

When the subscription and the connection are terminated, the Client and the Users no longer have the right to use the Service. If, after the subscription has ended, the Client wishes to have access to information that the Client has entered and stored in the Service, it is the Client's responsibility to store such information in another suitable data medium belonging to the Client before the connection is terminated. If the Client requests so, the Supplier may assist in such transfer. The Supplier will delete all data, including user information, and information, which the Client or Users have stored in the Service, one month after the termination of the subscription. It should be noted that the Supplier has no possibilities of restoring data when data and information belonging to the Client have been deleted. The Client is responsible for copying the data and information published or stored via the Service, if the Client wants to save this material.

#### 8. OPERATION, SUPPORT and MAINTENANCE

The Supplier shall take reasonable measures to ensure that the Service is accessible for the Client for 99.9 % per month. Time for carrying out measures for maintenance as stated below is not included in the guaranteed accessibility.

The Supplier takes regular security copy of the content of the Service.

If the accessibility falls below the guaranteed accessibility, the Client is entitled to financial compensation in the form of price reduction of the coming monthly fee for the Service.

The Supplier has the right, when needed, to take measures that affect the accessibility to the Service for maintenance of the Service or for operating or security reasons. The Supplier shall expedite such measures with a view to limit disruption of the Service as much as possible. The Supplier shall in reasonably good time inform the Client of planned measures that should primarily be made outside office hours.

Need for support must be reported to support@bravo.earth. Please state name, school, phone number and describe the issue. The Supplier will call you back, if necessary.

#### 9. UPGRADING AND MODIFICATIONS

The Supplier will make upgrades of the Service available to the Client as long as the subscription is active.

The Supplier may at any time modify the Service, e.g. by adding or removing functions. Such modification may be made without prior notice to the Client, if the modification does not clearly affect the Client's use of the Service.

Moreover, the Supplier has the right to change these General Terms at any time. The Supplier shall notify the Client in advance of any change in the General Terms via email, but you are advised to regularly check the most recent version, which will be made available to you if you send an email to the Supplier at support@bravo.earth. If the Client does not accept such updated user terms, the Client may cancel the connection according to item 6 above.

#### 10. LIMITED GUARANTEE, LIABILITY

The Supplier makes the Service available "as is", and the Supplier provides no guarantees regarding the Service. The Supplier shall under no circumstances be liable for any loss (including without

limitation any indirect or consequential loss or damage, loss of data or use) arising due to the Client's, Users' or third parties' use of the Service

#### 11. DISPUTES

Any dispute arising due to these General Terms or the interpretation or application of them, must primarily be resolved through negotiation between the parties. If the dispute cannot be resolved through negotiation, the issue must be resolved by the Reykjavik district court as the first instance. Any disputes shall be settled under Icelandic law.

#### 12. CONTACT DETAILS

For assistance or questions regarding the Service or account- and/or payment-related questions, please send your query to [support@bravolesson.com](mailto:support@bravolesson.com) or by post to Successful Schools Sweden AB, Kungsvägen 51, 352 33 Växjö, Sweden. The Supplier will reply within a reasonable time.

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These General Terms apply from December 12, 2022.