

RM Compare Free Trial Terms and Conditions (EFFECTIVE JANUARY 2021)

BY USING OR ACCESSING RM COMPARE YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICE. THIS AGREEMENT SHALL APPLY TO YOUR USE OF THE SERVICE, REGARDLESS OF ANY OTHER TERMS AND CONDITIONS YOU MAY HAVE PROPOSED AND/OR ANY OTHER TERMS THAT MAY HAVE BEEN AGREED BETWEEN YOU AND RM.

This RM Compare Software Licence Agreement is made as of the Effective Date between RM Education Limited of 142B Park Drive, Milton Park, Abingdon, Oxon, OX14 4SE ("**RM**"), and the Customer.

RM and the Customer may each be referred to as a "**party**" and together as the "**parties**".

This RM Compare Free Trial Terms and Conditions incorporates by reference the RM Compare Terms and Conditions and the RM Compare Order Details and any other document that is expressly incorporated by reference (together the "**Agreement**").

1 Definitions

'**Agreement**' means these terms and conditions, the RM Compare Order Details and any other terms and conditions applicable to the use of the Software, including for the purposes of a trial, as identified by RM Results from time to time.

'**RM Compare Order Details**' means the order form completed by You for the provision of the Service on <https://compare.rm.com/freetrial>.

'**Confidential Information**' shall mean and include all information which the disclosing party reasonably regards as confidential (which in the case of RM shall include without limitation all of RM technical materials, software, trade secrets, documentation and pricing) but shall exclude information which:

- (a) is already in the public domain or comes into the public domain other than as a result of a breach of this Agreement;
- (b) the receiving party can demonstrate was developed independently of information received from the other party;
- (c) is required to be disclosed by statute (but not contractual obligation); and
- (d) is received from a third party who is entitled to share such information without restriction.

'**Customer**' means the person and organisation whose name is set out on the RM Compare Order Details.

'**Customer Data**' means any data, information or material provided or submitted by You or Your Users to the Service in the course of using the Service, including, without limitation, name and contact information for Users, other personally identifiable information about Users and employees and students of Customer, some of which may not be publicly available or may include personal health information such as allergies or disabilities.

'**Effective Date**' means the date this Agreement is accepted. For the avoidance of doubt, You are deemed to have accepted this Agreement if you begin using the Service.

'**IPR**' means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature worldwide.

'**Malware**' means any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door, malware, botnets or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data;

'**RMESI**' means RM Education Solutions India PVT, a wholly owned subsidiary of RM based in India;

'**RM**' means RM Education Limited of 142B Park Drive, Milton Park, Abingdon, Oxon, OX14 4SE.

'**Service**' means access to the RM Compare software and associated support services, as developed, operated, and maintained by RM to which You are being granted access under this Agreement, accessible via <https://compare.rm.com/freetrial>.

'Session(s)' means a complete series of item comparisons conducted in the RM Compare software. Each Session is limited to a maximum of twenty (20) items for comparison and a maximum of five (5) judges.

'Suppliers' means companies that supply software, hardware or services to RM to deliver the Service.

'Taxes' means any tax of any kind that may be payable in any jurisdiction as a result of the performance by RM of its obligations under this Agreement but excluding (for the avoidance of doubt) UK corporation tax;

'Term' means the period of time taken to complete three (3) Sessions or six (6) months from the Effective Date, whichever is sooner.

'Unacceptable Content' means any material of any nature whatsoever which is or contains any material that: (i) is or may be defamatory, libellous, obscene, in contempt of court or in contravention of any law or regulation or infringes the rights of any third party; and/or (ii) promotes violence or discrimination based on race, sex, sexual orientation, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or (iii) is Malware.

'User' means Your employees, representatives, consultants, contractors, or agents who are authorised to use the Service and have registered via the website <https://compare.rm.com/freetrial>.

'You' or **'Your'** means the name of the Customer as set out on the RM Compare Order Details.

2 Duration

2.1 This Agreement shall commence on the Effective Date and continue until the end of the Term.

3 License Grant And Restrictions

3.1 Upon the entering into of this Agreement, RM agrees to provide You with the non-exclusive, limited, non-assignable right to access the Service for the Term. You are not authorised to allow other entities to access or use the Service and You will not charge any User for access or use of the Service unless You have first obtained RM's written consent.

3.2 You may produce copies of any instructions provided by RM and distribute such copies to Users to enable them to use the Service. This shall be without prejudice to the provisions of Clause 6.

3.3 All rights not expressly granted in this Agreement are reserved to RM. No rights are granted by implication.

3.4 RM reserves the right to audit and review Customer's number of Users at any time to confirm that Customer's usage of the Service is in accordance with the terms of this Agreement.

4 Payment

4.1 Not Used

5 Your Responsibilities

5.1 If You or Your Users disclose or share user account details with any third party or allow any third party to use the Service on Your behalf or violate the terms of this agreement in any other way, You agree to indemnify RM and our Suppliers for any losses costs or damages incurred by RM or our Suppliers as a result of Your actions. If RM reasonably believes that an account is being used in any way which is not permitted by RM, RM reserves the right to cancel access rights immediately without notice and to block access to all Users from that account. We will use reasonable efforts to notify You promptly after taking such action.

5.2 You are solely responsible for acquiring and maintaining all computer hardware and software, telephone and communications equipment needed for access to and use of the Service.

5.3 You are solely responsible to obtain all appropriate and necessary consents and authorisations from any third party required or appropriate in order to disclose or use any Customer Data, including without limitation personally identifiable information about Your Users, to RM to provide or use such information in connection with the Services. You will be responsible for Your use and access of Customer Data in a manner consistent with Your obligations to third parties.

5.4 You own and have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and IPR ownership or right to use of all Customer Data and RM shall not be responsible or liable for the deletion, correction, destruction, damage, loss of or failure to store any Customer Data. You will maintain back-up copies of such Customer Data to the extent that You require

such back-up copies.

- 5.5 You shall be responsible for procuring any necessary insurances regarding your use of the Services.
- 5.6 You agree to ensure that no User will introduce any Malware into any computer equipment or system or software of RM. You further agree to use virus-checking software before downloading any material from the Internet or the Service and, unless otherwise agreed, shall be responsible for applying anti-virus software to protect Users' machines and networks.
- 5.7 You agree to ensure that no User will use the Service for the purposes of storing, transmitting, or receiving any Unacceptable Content.
- 5.8 You warrant that You have full capacity and authority to enter into and to perform this Agreement on behalf of the Customer.

6 Intellectual Property

- 6.1 Title to any RM Confidential Information (including, for the avoidance of doubt, RM Compare) shall at all times remain vested in RM or its licensors. At no time shall You or any User gain any title to any such software or be entitled to receive a copy of the RM software You are using to provide the Service.
- 6.2 Subject always to the provisions of Clause 6.1, RM hereby grants to You a limited, non-exclusive, non-transferable License to access and use the Service made available to You (if any) by RM for the duration of the Term. You shall and ensure that Users shall treat the Service like any other copyrighted material (e.g. a book or musical recording).
- 6.3 You undertake not to perform (nor allow any User to perform) any of the acts referred to in this Clause 6.3 except to the extent and only to the extent permitted by law as a lawful user of the Service and only then for the specific limited purpose permitted by law or in this Agreement. You undertake (including on behalf of all Users):
 - 6.3.1 not to copy the Service (other than for normal system operation and as expressly specified in this Agreement) nor otherwise reproduce the same;
 - 6.3.2 not to translate, adapt, vary, or modify the Service;
 - 6.3.3 not to disassemble, decompile or reverse engineer the Service;
 - 6.3.4 not to remove, obscure or modify any notice of patent, copyright, trademark or other proprietary rights notice on the Service;
 - 6.3.5 not to sub-License, distribute, rent, lease, or otherwise transfer the Service or any unique access code or copy the Service other than as expressly provided in this Agreement;
 - 6.3.6 not to make the Service accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;
 - 6.3.7 not to use the Service to attract customers away from RM or to procure commercial advantage over RM or to use it in any other way which is likely to be directly or indirectly detrimental to RM;
 - 6.3.8 not to reproduce or transmit to or store in any website any part of the Service, nor disseminate in any electronic or non-electronic form any of the pages or parts thereof, nor include any of the foregoing in any public or private electronic retrieval system or service;
 - 6.3.9 not to enable a third party to do any of the acts set out in this Clause 6.3; and
 - 6.3.10 not use the Service to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any Malware; and
 - 6.3.11 not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without RM's express prior written consent.
- 6.4 If notified promptly in writing of any action (and all prior claims relating to such action) brought against You, based on a claim that any User's use of the Service infringes a UK patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation or other dispute resolution process arising out of a claim of infringement for a UK patent or copyright, or if in RM's opinion, the Service is likely to become the subject of a claim of infringement of a UK patent or copyright, RM will at its option and expense either procure for You and any Users the right to continue using the Service, replace or modify the same so that it becomes non-infringing, or refund any pre-paid unused amount and terminate the

license to the Service. RM will not have any liability to You under any provision of this clause if the infringement or claim thereof is based upon:

6.4.1 use of the Service in combination with other equipment or software not supplied by RM; or

6.4.2 the use of the Service in carrying out any patented process.

6.5 Clause 6.4 (above) states the entire liability of RM and Customer's sole remedy with respect to infringement of patents or copyrights by the service or any part thereof or by its operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.

6.6 RM is not responsible for monitoring any content or information submitted by You or any of Your Users. You should implement policies and procedures to ensure all content You or Your Users submit to the Service are appropriate for the Users, meet with Your requirements, and in conformance with this Agreement. You will hold RM harmless against any expense, judgment, liability or loss, or infringement of any IPRs which results from (a) Your provision of the Customer Data to RM or the service, (b) RM's compliance with Your or any User's instructions, (c) use by RM of any Customer Data or other materials or information provided by You or any User, or (d) the violation of any law, regulation or third party right by any content, data or information provided by You or any of Your Users, or (e) Your or Your User's violation of this Agreement.

6.7 RM may update, modify, change features, improve or extend the Service from time to time.

6.8 You grant RM, free of charge, a perpetual, royalty-free, worldwide, non-exclusive licence to use Your Customer Data only to such extent as is necessary to enable RM to provide and maintain the Service and to perform its obligations under the Agreement. You warrant that You own the Customer Data and/or are otherwise entitled to grant the foregoing licence.

7 Termination And Suspension

7.1 Either party may terminate this Agreement:

7.1.1 if the other party commits any material breach of this Agreement which is not remedied within thirty (30) days of a notice requiring such breach to be remedied; or

7.1.2 Immediately if the other party ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

7.2 If the Customer introduces any Malware (see Clause 6.3.10), uploads Unacceptable Content, or in exigent circumstances in order to maintain the integrity of the Service, RM shall be entitled to suspend the delivery of the Service to the Customer for such period as RM (in its absolute discretion) deems necessary or desirable to deal with and/or resolve (as appropriate) the effects of the same.

8 Warranty Disclaimer

8.1 You accept that RM is acting only as a supplier and that it is Your responsibility to verify that the Service will be suitable for Your own requirements and the results You intend to achieve through use of the Service. The Service is provided "as is", "where is", and RM disclaims all warranties, conditions, guarantees or representations, whether express, implied or statutory, including without limitation any warranty of merchantability or fitness for a particular purpose.

9 Data Protection

9.1 The Customer shall use its best endeavours to ensure any files it or its Users upload into the RM Compare software does not contain any Personal Data.

9.2 If RM process Personal Data under this Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the General Data Protection Regulation EU 2016/679 ("GDPR") and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by the Customer in connection with the Agreement. "Data Protection Legislation" means the GDPR and any national implementing laws, regulations and secondary legislation, as amended, revised, re-enacted, consolidated or updated from time to time.

9.3 The Customer acknowledges that it is a Controller, and that RM is a Processor.

9.4 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This

Clause 9 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

9.5 RM shall:

9.5.1 ensure that its employees shall, Process the Data only on the Customer's instructions as set out or referred to in the Agreement to provide the Service;

9.5.2 provide appropriate technical and organisational measures to:

9.5.2.1 ensure the protection of the rights of the Data Subjects; and

9.5.2.2 ensure an appropriate level of security assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;

9.5.3 take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Service, including duties of confidentiality under any employment contracts;

9.5.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation with respect to security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;

9.5.5 notify the Customer without undue delay after becoming aware of a Personal Data Breach;

9.5.6 notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;

9.5.7 at the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Service relating to Processing, except that RM may keep any Data:

9.5.7.1 if required by any applicable laws to store the Personal Data; and

9.5.7.2 stored in any system back-ups; and

9.5.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 9 and provide access to the same for the purpose of a Customer conducted audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice.

9.6 The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Services under the Agreement and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. The Customer consents to the appointment by RM of sub-processors as set out in Schedule 1 provided that:

9.6.1 RM shall notify the Customer in writing of any change in the identity of any sub-processor identified in Schedule 1 from time to time; and

9.6.2 RM shall put in place with any sub-processor, written contractual obligations which are at least equivalent to the obligations imposed on RM pursuant to this Clause 9; and

9.6.3 for the purposes of this Clause 9.6 the Customer confirms its consent to the transfer of certain Personal Data to RM Result's sub-processors as more particularly detailed in Schedule 1.

9.7 RM is aware that its sub-processor RMESI ("Recipient") is located outside of the European Economic Area and in a country, which has not been approved by the UK government and/or the European Commission as having adequate protections in place for the purpose of the transfer of personal data pursuant to the Data Protection Legislation. Therefore, RM and the Recipient shall enter into an agreement incorporating the standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area. RM shall sign these terms as data exporter on behalf of the Customer and the Recipient will sign as data importer and this agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement. The Standard Contractual Terms are incorporated to this Agreement and are available at <https://www.rm.com/contractual-terms>.

9.8 Either Party may, at any time on not less than 30 days' notice, revise the above Clause 9.7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

applicable certification scheme.

- 9.9 Subject to Clauses 9.11, and 9.12, RM shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to Clause 9.6.
- 9.10 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to RM in connection with, and for the duration of, the Service provided under the Agreement.
- 9.11 The Customer shall indemnify and hold harmless RM against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Clause 9 by the Customer and/or its employees, agents and/or sub-contractors.
- 9.12 The Customer acknowledges that RM is reliant on the Customer for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from the Customer's instructions.
- 9.13 RM may also use the Customer's data in accordance with its Privacy Policy which can be found at www.rm.com.
- 9.14 Schedule 1 sets out the following information regarding the Data: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of RM.

10 Confidentiality

- 10.1 The information that You provide to RM will be used by RM for the effective administration of its services and to communicate with You and Users generally.
- 10.2 The Customer agrees to keep RM Confidential Information secure and to implement such security measures on RM Confidential Information as it employs on its own Confidential Information, but in no event will You use less than reasonable measures to protect RM Confidential Information. You acknowledge and agree the software used to provide the Services constitutes RM Confidential Information. You agree that You will not disclose any of RM Confidential Information to any third party without RM prior written consent.

11 Limitation Of Liability

- 11.1 The Service has been created or developed by RM or third parties to standard specifications. You accept that RM is acting only as a supplier and that it is Your responsibility to verify that the Service will be suitable for Your own requirements. There are no warranties, conditions, guarantees or representations as to description, merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations relating to the Service, whether express implied by statute or otherwise oral or in writing except as provided in this Agreement and except as to statute implied terms as to title.
- 11.2 You agree that RM will not be liable for any loss arising out of the provision of goods or services by any company, organisation or person other than RM or for any loss caused by Your failure to perform Your obligations under this Agreement. In particular but without limitation to the generality of the foregoing, RM shall not be responsible nor liable for Your inability to access the Service or any impairment in using the Service where such inability or impairment results from any incompatibility between any hardware or software used by You, unless such items have been supplied by RM specifically for use with the Service.
- 11.3 RM's liability shall be unlimited in respect of (a) any death or personal injury caused by its negligence or that of its employees, agents or contractors; (b) fraud; (c) for any other matter in respect of which law prescribes that liability may not be excluded or limited.
- 11.4 Subject to Clause 11.3 (above), RM shall not be liable under or otherwise arising out of this Agreement in respect of loss of profit, loss or corruption of data, loss of use, loss of anticipated savings, loss of amenity, loss of business, loss of revenue, loss of capital and / or any indirect, special, or consequential losses, and / or loss of goodwill of any kind.
- 11.5 Subject to Clauses 6.4, 11.3 and 11.4 (above), the maximum aggregate liability of RM whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatever arising from or in any way connected with the Service shall be limited to the fees paid or payable in respect of the Service, or, in the event no fees are payable, the sum of £50. This limit shall also apply in the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason

and RM becomes liable for loss or damage that could otherwise have been limited.

12 Anti-Bribery

12.1 You shall ensure that You and all of Your staff, agents, contractors and any other party performing Your obligations or exercising Your rights under or in connection with this Agreement and/or any other agreement that You may have with RM, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. You shall, whenever requested by RM, provide evidence of the measures, steps and processes that You take to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

13 Notice

13.1 Any notices You may wish to serve on RM must be sent by first class registered post to RM's registered office. Any such notice will be deemed delivered on receipt.

13.2 RM may give notice to You by means of a general notice on the Service, electronic mail to Your e-mail address on record in RM account information, or by first class mail to the address on Your record held by RM. Any such correctly addressed notices shall be deemed to have been given upon the expiration of 48 hours after posting (if sent by first class mail) or 12 hours after sending (if sent by email).

14 Entire Agreement; Modifications To Terms

14.1 This Agreement constitutes the entire agreement between RM and You with respect to the subject matter herein.

14.2 RM may revise these RM Compare Terms and Conditions from time-to-time. Revised RM Compare Terms and Conditions will apply to the use of the Service from the date of the notification of the revised RM Compare Terms and Conditions.

14.3 Any terms and conditions set forth in the RM Compare Order Details shall only be effective with respect to the number of items ordered, the scope of the Services ordered, the Term and the pricing.

14.4 Notwithstanding any other provisions set forth in the RM Compare Order Details, sale order, sale confirmation or any other document relating to the subject matter of this Agreement, these terms and conditions will take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein will be null and void and are hereby rejected.

15 Force Majeure

Neither party shall be liable to the other for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to terrorism, fire, flooding, lightning, storm, power surges and failures, failure of suppliers, telecommunications disruptions, industrial disputes and other similar action, global health emergency or pandemic, earthquakes and acts of God.

16 Non-Waiver

Failure or delay by either party to exercise any of the terms of this Agreement shall not constitute or be deemed to be a waiver of its rights under this Agreement nor prejudice its rights to take subsequent action.

17 Non-Enforceability

The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice the continuation in force of any other part of this Agreement.

18 Assignment

This Agreement may not be assigned by You without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion). RM shall be entitled to assign the benefit and/or burden of this Agreement to any other subsidiary (of any level) of RM Education Limited (Registered No 01148594) upon giving notice to You to that effect. RM shall also be entitled to use subcontractors at its discretion in order to provide the Service.

19 Third Party Rights

Nothing in this Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20 Governing Law

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature) shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

Schedule 1
PROCESSING OF PERSONAL DATA
ARTICLE 28(3) GDPR

Article	Description	Details
28 (3)	Subject matter of the processing	RM will process Data in accordance with the Agreement and the instructions of the Customer in relation to the Service until the expiry or valid termination of the Agreement. The subject matter will be the processing of student responses including comments of the user relating to such responses and the management of user accounts.
	Nature and purposes of the processing	RM shall carry out the Processing of Data on behalf of and as instructed by the Customer in respect of the relevant Services and in accordance with this Agreement. Such processing shall include the processing of student responses including comments of the user relating to such responses and the management of user accounts.
	Type of Personal Data	<p>RM processes the following types of Data on behalf of the Customer when required to do so in order to provide the Services:</p> <ul style="list-style-type: none"> • First name of student and user; • Last name of student and user; • Student responses; • Student number or equivalent; • Email address; • Comments made by users relating to student responses; and • Any other Data the Customer and/or End Users upload into RM Compare.
	Categories of Data Subject	<p>RM Processes Data for the following categories of data subjects on behalf of the Customer when required to do so in order to provide the Services:</p> <ul style="list-style-type: none"> • Students; • Users (including administrators and other Customer staff);
	Duration of the processing	Unless otherwise requested in writing with the Customer, all Data will be stored for the duration of the Agreement.
28 (3) (a)	Documented instructions	All processing is carried out in accordance with the Agreement.
28 (3) (b)	Confidentiality	Please see Clause 10 of the Agreement.
28 (3) (c)	Security	<p>RM Compare is hosted in Amazon Web Services (AWS) which has certification for compliance with ISO/IEC 27001:2013, 27017:2015, 27018:2014, and ISO/IEC 9001:2015 (https://aws.amazon.com/compliance/iso-certified/).</p> <p>Technical controls include, but are not limited to:</p> <ul style="list-style-type: none"> • Deployment inside AWS within customer specific Virtual Private Clouds; • Strict access control with access restricted by Internet protocol (IP) address and multi-factor authorisation and handled through public/private keys; • All endpoints and communication use Hypertext Transfer Protocol Secure (HTTPS). • A wide range of non-technical controls are used, including but not limited to: <ul style="list-style-type: none"> ○ Physical security controls at RM offices ○ Security policies, including Data Classification & Handling, Data Protection, etc.
28 (3) (d)	Other processors	See table below.

28 (3) (e)	Data subject's rights	RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.
28 (3) (f)	Compliance	Data processing carried out by RM will be compliant with Data Protection Legislation. Where appropriate, RM will assist the Customer in demonstrating such compliance.
28 (3) (g)	Data deletion	Prior to termination, customer can access RM Compare to download the Customer Data. At the date of termination, access to RM Compare will be revoked and customer will no longer be able to access the Customer Data. Following termination, RM will delete all Customer Data from the RM Compare system. At this point, the Customer Data will not be recoverable.
28 (3) (h)	Transparency	RM will make available to the controller all information necessary to demonstrate compliance with its obligations.

Sub-processors

RM uses "Primary" and "Incidental" sub-processors in the performance of the Services, where "Primary Sub-processors" are those needing access to Personal Data to perform their duties (such as scanning suppliers) and "Incidental Sub-processors" are those which, whilst not routinely requiring access to Personal Data, may, in defined and controlled circumstances, require access to systems containing Personal Data in order to carry out the services they provide to RM (for example hosting providers).

In respect of and subject to Clause 9.6 the following Primary Sub-processors are deemed to have been agreed by the Customer for use in the Service.

Name of sub-processor	Activity undertaken by sub-processor	Location of sub-processor	Type of data processed by sub-processor	Mechanism used to effect international data transfer
RM Education Solutions India Pvt (RMESI)	Provision of support services	India	All data covered in "Type of Personal Data"	Standard Contractual Clauses (please see clause 9.7)

In addition to the Primary Sub-processors listed above, the Customer grants a general authorisation to RM to appoint third party providers as Incidental Sub-processors to the extent that such providers meet the definition of Incidental Sub-processors set out above.