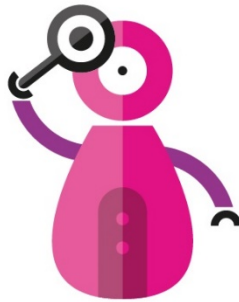


Supplementary Terms – Video Training Services



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Errors and Omissions Excepted.

The Services set out in these Supplementary Terms shall be supplied by Grant McGregor to the Client on the terms and conditions set out in Grant McGregor's General Terms and Conditions and those of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Access Credentials' means URL, username and password.
- 1.2 'End User' means a user of the Video Training Services.
- 1.3 'Service Desk' means Grant McGregor's dedicated team of qualified support technicians.
- 1.4 'Supplier' means the supplier who provides the Video Training Services to Grant McGregor.
- 1.5 'Video Training Services' means technical and personal development video-based training courses.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run for the Minimum Term as set out in the Order and thereafter for Additional Terms of one year's duration until terminated by either party.
- 2.2 Grant McGregor shall not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term; or
 - 2.2.2 The Client notifies Grant McGregor of acceptance of changes, the Agreement shall continue in force for the duration of an Additional Term; or
 - 2.2.3 The Client fails to notify Grant McGregor of acceptance of changes and fails to serve notice to terminate, such failures to notify Grant McGregor shall imply that the changes have been accepted and the Agreement shall continue in force for the duration of an Additional Term.

3. PROVISION OF SERVICES

- 3.1 The Video Training Services comprise the Service Components set out in the Service Schedule.
- 3.2 The Service Components to be provided under the terms of this Agreement are set out on the Order.
- 3.3 Grant McGregor shall make the Video Training Services available to the Client for the duration of this Agreement.
- 3.4 Grant McGregor shall use reasonable endeavours to provide the Video Training Services 24 x 7 x 365; however
 - 3.4.1 Grant McGregor cannot guarantee and does not warrant that the Video Training Services will be free from interruptions, including:
 - a) Interruption of the Video Training Services for operational reasons and temporary degradation of the quality of the Video Training Services;
 - b) Interruption of the connection of the Video Training Services to other network services;
 - c) Any such interruption of the Video Training Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.5 Although Grant McGregor will use reasonable endeavours to ensure the accuracy and quality of the Video Training Services, such Services are provided on an "as is" basis and Grant McGregor does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's purpose of the Video Training Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Video Training Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Grant McGregor or the Supplier from time to time.
- 4.2 The Client agrees to ensure that it and its End Users shall not use the Services:
 - 4.2.1 To create any derivative work;
 - 4.2.2 For commercial exploitation of the materials.
 - 4.2.3 To carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.4 And agrees not to:
 - a) Upload or otherwise transmit any materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;

- b) Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
 - c) Obtain or attempt to obtain access to restricted areas of the portal or website;
 - d) Act in any manner which in Grant McGregor's reasonable opinion brings Grant McGregor or its Supplier's name into disrepute;
 - e) Knowingly make available or upload a file that contain viruses, malware or otherwise corrupt data;
 - f) Act in any way which threatens the security or integrity of any computer system;
 - g) Connect to the Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement;
 - h) Make any hyperlinks to any web-pages presented by the Services.
- 4.3 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:
- 4.3.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;
 - 4.3.2 Immediately notify Grant McGregor of such contravention.
- 4.4 Immediately notify Grant McGregor of any known or suspected contravention of this clause 4.
- 4.5 The Client agrees, subject to the provisions of sub-clause 10.13 of the General Terms and Conditions to indemnify Grant McGregor against all costs, damages, expenses or other liabilities arising from any third-party claim which arises from the Client's breach of this clause 4.

5. THE CLIENT'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by Grant McGregor of its obligations hereunder, the Client:

- 5.1 Agrees to use the Video Training Services in accordance with the provisions of the Supplier's End User licence (which will be made available on first use of the Services), this Agreement, any relevant service literature and all other reasonable instructions issued by Grant McGregor or the Supplier from time to time; and
 - 5.1.1 Agrees that any breach by the Client of the Supplier's terms and conditions shall be deemed a breach of this Agreement.
- 5.2 Shall ensure that Access Credentials are kept secure; and
 - 5.2.1 Not provide Access Credentials to any third party who is not an employee of the Client and to undertake that its employees are placed under a similar obligation;
 - 5.2.2 Immediately notify Grant McGregor in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;
 - 5.2.3 Acknowledge that Grant McGregor shall be entitled to temporarily suspend the Video Training Services and / or change the Client's passwords in the event that in Grant McGregor's reasonable opinion, unauthorised persons may have access to the Video Training Services.
- 5.3 Accepts that is the Client's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Video Training Services platform via the Client's equipment or software.
- 5.4 Shall be solely responsible for the configuration of its internal local area network, and connection to the Public Internet and agree that any interruption in or to the Hosted Services which result from the configuration of the Client's local area network or connection to the Public Internet shall not be regarded as interruption in or suspension of the Hosted Services provided by Grant McGregor.
- 5.5 Shall be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Video Training Services.
- 5.6 Promptly report to Grant McGregor any Issue that arises in the Video Training Services.

6. GRANT MCGREGOR'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, Grant McGregor shall:

- 6.1 Provide access to the Video Training Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Provide the relevant Access Credentials to the Client.
- 6.3 Provide a Service Desk:
 - 6.3.1 For the provision of advice and guidance in the use of the Video Training Services; and
 - 6.3.2 To respond to and make reasonable endeavours to repair any Issue that arises within the Video Training Services.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 Use of the Video Training Services by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.2 The Client agrees that Grant McGregor may monitor the Client's use of the Services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or Additional Term thereafter;
 - 9.1.2 By the Client giving thirty days' notice in writing if Grant McGregor makes changes to the terms of this Agreement which are to the detriment of the Client (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);
 - 9.1.3 Immediately by Grant McGregor in the event that it is so instructed by government or a regulatory body;

10. CHARGES AND PAYMENT

- 10.1 Grant McGregor shall raise invoices according to the schedule set out on the Order.
- 10.2 The Client acknowledges that it may at any time, by raising a supplemental Order:
 - 10.2.1 Purchase additional subscriptions to the services, either for additional End Users or additional Service Components at any time during the term of this Agreement and acknowledges that at the price quoted by Grant McGregor for such additional subscriptions may differ from any previous Subscriptions purchased or quotations provided by Grant McGregor.
- 10.3 During any Additional Term, the Client may decrease the number of Subscriptions, PROVIDED THAT the total number of subscriptions is not reduced below seventy percent of the total number of subscriptions purchased during the Minimum Term.
- 10.4 The Client agrees that it shall be liable for termination charges, which shall be paid by way of liquidated damages:
 - 10.4.1 If the Client terminates this Agreement for convenience prior to the end of the Minimum Term or any Additional Term; or
 - 10.4.2 If Grant McGregor terminates this Agreement by reason of the Client's un-remedied or repeated breach of this Agreement prior to the end of the Minimum Term or an Additional Term; then
 - 10.4.3 The termination charge shall comprise:
 - a) If the Client has made a single payment at the commencement of the current term, no refund shall be payable by Grant McGregor; or
 - b) If the Client is invoiced periodically as set out on the Order, the Charges from the date of termination to the end of the current term.
- 10.5 The Client shall not be liable for termination charges if this Agreement is terminated by:
 - 10.5.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of hereof and clause 11 of the General Terms and Conditions;
 - 10.5.2 Grant McGregor if it can no longer provide the Video Training Services or part thereof;
 - 10.5.3 The Client by reason of Grant McGregor's un-remedied or repeated breach of the terms of this Agreement;
 - 10.5.4 The Client if Grant McGregor or its supplier makes changes to the Video Training Services which materially adversely affect the Client (which for the avoidance of doubt, does not include changes to Charges);
 - 10.5.5 The Client if Grant McGregor makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof.

Service Schedule

This Service Schedule sets out all of the Video Training Services that may be provided by Grant McGregor. The Service Components of the Video Training Services that are to be provided under the terms of this Agreement are listed on the Order attached hereto.

1. Service Description

Video Training Services comprise an online portal which hosts a number of training and development videos, covering a range of technical and personal development topics. The courses will be made available to the designated End Users for the duration of this Agreement.

Grant McGregor will provide Access Credentials for the Video Training Services. The courses will be accessible to End Users via a standard web browser. Examples of the video training courses include:

- Office 365
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Microsoft Outlook
- Personal Cyber Security
- Customer Service
- Selling Skills

2. Service Desk

2.1 Grant McGregor's Service Desk will provide support in the event of:

- Loss of availability of the Hosted Services
- Issues in the Hosted Services
- General advice in the use of the Hosted Services, excluding "how to" support for specific applications
- Issues associated with the installation of SSL Certificates

2.2 The Client shall raise Client Tickets by one of the following methods:

- By Email to Grant McGregor's Service Desk: servicedesk@grantmcgregor.co.uk
- By Telephone to Grant McGregor's Service Desk: 0131 603 7911
- Web Chat via Grant McGregor's website www.grantmcgregor.co.uk

2.3 The Service Desk is available during the 8am to 6pm Monday to Friday excluding Scottish Christmas and New Year bank and public holidays;

3. Complaints Handling

3.1 If the Client is dissatisfied with any Video Training Services-related matter, it should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service desk	0131 603 7911 servicedesk@grantmcgregor.co.uk
2	Service Desk Team Leader	0131 603 7911 daniel.taylor@grantmcgregor.co.uk
3	Service Desk Manager	0131 603 7910 paul.sinclair@grantmcgregor.co.uk

3.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.