



# Pearson

## Pearson TVET Services: Institutional Supply Agreement

### Terms and Conditions

Last updated: 18 January 2018

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#### 1. Definition and Interpretation

1.1 These Terms and Conditions together with the Term Sheet form the agreement between the parties (the “Agreement”). Each successive Term Sheet signed by the parties will be treated as a separate agreement.

1.2 No variation or addition to these Terms and Conditions will be effective without the prior written consent of Pearson, and any additional or alternative terms that Customer may seek to impose will be

void and/or unenforceable.

1.3 A person who is not a party to this Agreement will not have any rights under it.

1.4 In this Agreement words and phrases have the meaning given to them in the Term Sheet and this clause 1.4:

- (a) "Access Period" means the period during which a User may access a digital Product or Service, as set out on the Term Sheet.
- (b) "Pearson Group" means Pearson PLC, a parent company of Pearson, registered in the United Kingdom according to the laws of England and Wales, and includes the group of companies incorporated under the Pearson name and/or brand;
- (c) "Personal Data" means information about a living individual or existing juristic person who can be identified from that data.
- (d) "Products" mean such products as are identified on the Term Sheet.
- (e) "Schedule" means each of the schedules to these Terms and Conditions. The Terms Sheet indicates which of the schedules (if any) apply to and are incorporated in this Agreement.
- (f) "Services" mean such services as are identified on the Term Sheet.
- (g) "Site" means one campus of the Customer where the Products or Services will be deployed.
- (h) "Term Sheet" means a term sheet executed by Pearson and Customer which incorporates these Terms and Conditions.
- (i) "Users" mean individuals who are authorised by Customer to access any digital Products or Services purchased by Customer under this Agreement. Users may be: (i) students who are enrolled with Customer requiring such Products or Services, solely for personal use/study; (ii) professional staff teaching for Customer requiring such Products or Services, solely for educational and instructional use; and (iii) administrators requiring access to the Products or Services, solely for administrative purposes.

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2. Delivery Pearson will use reasonable efforts to deliver Products and Services as soon as practicable or on agreed dates unless shortages of supply or other difficulties cause delay. Customer will cooperate with Pearson and make reasonably available to Pearson those of its management and technical personnel who are needed to work with Pearson to enable delivery of the Products and Services. Pearson will not be responsible for any delay in delivery of Products or Services that results from Customer's delay or failure to perform.

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3. Pricing Pearson will charge Customer a net price for access to/supply of each Product and/or Service. The net prices are set out on the Term Sheet. The Term Sheet may identify a limited period during which the net prices are valid. Subsequent Term Sheets may be priced differently. Net prices include applicable local and other sales and use taxes (unless otherwise stated), which Customer will pay.

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4. Digital Products and Services - Users

4.1 Any digital Products or Services ordered by Customer are supplied on the basis that they will only be accessed by authorised Users and, unless otherwise specified, that Customer orders one unit per

User. Where the digital Products or Services ordered includes access for all Users at a particular Site, such digital Products or Services are supplied on the basis that they will only be accessed by authorised Users at the relevant Site and will not be from more than one Site at the same time. If necessary and on request, Pearson reserves the right to audit Customer's registration information to ensure that only enrolled students and other authorised Users have been provided with access to the Products or Services and, where applicable, that access have been limited to the particular authorised Site(s). Access codes/passwords are unique to each User and may not be shared. **Users of digital Products/Services will be granted access for the Access Period applicable to each Product/Service, subject to any activation or registration requirements or other restrictions or limitations set out in the Term Sheet. For the avoidance of doubt, unless the Term Sheet provides otherwise, access codes must be used in the year of purchase and unused access codes may not be rolled over into subsequent years, even if Users have not activated or used the Product or Service concerned.**

- 4.2 If Pearson gives Customer the ability to generate passwords and/or User identifications to allow Users to access Pearson's systems, Customer will control and manage access to Pearson's systems. Customer acknowledges that its data security may be compromised if Users do not follow all applicable security policies and procedures and it shall take all appropriate steps to maintain the security of the Pearson system, including keeping user identifications and passwords confidential, frequent changing of passwords, and maintaining appropriate internal controls to monitor access to and use of the Pearson system.
- 4.3 Customer acknowledges Users may be required to accept Pearson's End User Licence Agreement or Terms of Use and Privacy Policy before they can access certain of Pearson's Products and Services.

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5. Digital Products and Services - Usage Users may not share, copy, amend or distribute the Products/Services and Customer may not modify or commercially exploit the Products/Services nor allow access by any third parties other than authorised Users in accordance with these Terms and Conditions. Where Products/Services are made accessible to Users via an ebook or similar platform, each User may access the Product/Services through that platform and may in some cases be able to download a copy of the Product. Products/Services accessed in this way may not be installed onto a network or a virtual learning environment ("VLE") or any other electronic distribution system. Each User may only access an online ebook on a single device at a time. If Products are available for download Users may download each Product to no more than 2 devices.

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6. Integration Services In some cases Pearson may provide Custom Integration services, such that Customer's Users may access a Product/Services via a link from Customer's Learning Management System ("LMS"), VLE or similar. Should Pearson agree to provide Custom Integration services to Customer, Schedule 2 attached hereto shall apply. Customer will be responsible for ensuring that (a) only Users access the Products/Services; (b) access has been purchased for each and every User; and (c) such LMS or VLE applies adequate digital rights management and other protections necessary to prevent copyright infringement, misappropriations and misuse of the Products/Services.

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7. Third Party Services. If Customer chooses to use third party products and/or services ("Third Party Services") that are accessed through an integration from the Pearson system to the third party's applications, Customer must contract directly with the applicable third party for the Third Party Services. The privacy policies and other terms applicable to the use of Third Party Services may differ from those applicable to the Products and Services. If Customer's use of Third Party Services requires transfer of or access to Customer or User data to/by the third party, Customer expressly consents to such transfer/access. Pearson makes no representations or warranties, express or implied, as to the Third Party Services and shall not be liable for any claims relating to them.

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8. Security Audit. Pearson has the right to audit and inspect the systems and processes of Customer and its third party partners for compliance with this Agreement. Pearson may stop distributing digital Products to Customer if at any time Pearson determines that Customer's or its third party partners' direct or indirect practices for protecting the Products from unauthorised use are inadequate. If Customer is not able to remedy such practices to Pearson's satisfaction within 10 days, Pearson will be entitled to terminate this Agreement immediately for material breach.

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9. Termination of Access to Digital Products/Services. The use of digital Products/Services is subject to this Agreement plus any terms of use or end user licence associated with each Product/Service and/or ebook or other platform used. Customer will promptly notify Pearson of any actual or suspected violation discovered by Customer and will cooperate with Pearson regarding any violation, including termination of the violator's access to the Products/Services. Pearson reserves all rights against the violator including the right to bring any legal action Pearson deems appropriate. Pearson may require Customer and its Users to stop (within 3 business days) using any Product/Service if: (i) Pearson notifies Customer that Pearson no longer has the necessary rights to the Product/Service or the Product/Service has been discontinued, (ii) Pearson believes cessation is necessary to limit or avoid liability, or (iii) Pearson is otherwise required by law or court order to cease and desist. In such events, Pearson will use commercially reasonable efforts to replace, at no cost to Customer, any affected Products/Services with other materials for Customer to use in accordance with these Terms and Conditions.

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10. Payment. To the extent permitted by applicable law, Products are sold on a non-returnable basis, unless they are faulty or damaged on receipt, in which case Customer must notify Pearson within 14 days of receipt and at our option we will replace or give Customer credit for the faulty Products. Customer will pay all amounts invoiced, in South African Rand, within thirty (30) days of invoice date. Pearson will invoice the Customer on signature of the Term Sheet by both Parties, unless otherwise agreed between the parties. For the avoidance of doubt, any access codes distributed to Users which are not activated by those Users shall still be charged and will still expire at the end of the relevant Access Period or as otherwise provided on the Term Sheet. Similarly, where Customer has purchased the right for its Users to access digital Products/Services (i) via integration with the Customer's LMS or VLE, payment will be due for the total number of Users identified on the Term Sheet, regardless of whether those Users accessed the Products/Services and (ii) at a specific number of Sites, payment will be due for the total number of Sites identified on the Term Sheet, regardless of whether authorised Users at such Sites accessed the Products/Services. Access to unused Products/Services will expire at the end of the Access Period or at the end of any other registration period communicated to Customer and may not be rolled forward into subsequent years.

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## 11. Risk and Title

- 11.1 All right, title and interest in and to the Products (including the content, technology and data contained in them, and any derivative works created from them) is expressly reserved by Pearson.
- 11.2 Risk in physical Products passes to Customer on delivery but the Products remain the property of Pearson until payment in full is received from Customer at which point title to those physical copies (but not to the intellectual property rights in the content of the Products) passes to Customer.

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12. Term and Termination. This Agreement may be terminated:
  - (a) immediately if the other fails to remedy a material breach within 30 days after receiving notice asking it to remedy the breach; or

(b) immediately if the other becomes bankrupt, ceases or threatens to cease to do business, or is the subject of any actual or threatened insolvency event.

On termination, Customer and its Users will have no further right to access or use any digital Products/Services or to receive any further Services. Any amounts due under this Agreement as at the date of termination will be paid immediately. Further, all sums which would have become due had this Agreement continued will become immediately due and payable if this Agreement is terminated by Pearson under this clause 12. Those provisions which by their nature are intended to survive any termination or expiration of this Agreement shall survive such termination or expiration.

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### 13. Customer Data.

13.1 If Customer or its Users provide Pearson with information, materials, other content, logos or data ("Customer Data") whether directly or indirectly (such as by placement of Customer Data (including but not limited to assignments allocated to Users, and the results of those assignments) within Pearson's systems by Users), then: (a) Customer grants Pearson a non-exclusive licence to access, use, copy, transmit and prepare derivative works from the Customer Data in order to supply the Products and Services and to supply analysis and feedback to Customer on the Users' usage of the Products and Services; and (b) Customer represents and warrants that it owns the Customer Data or has obtained the necessary rights or consents to the Customer Data so that Pearson's use of it in order to supply the Products and Services to Customer and Users (i) will not violate the intellectual property or other rights of a third party, and (ii) will not infringe any data protection laws or regulations. (c) For the avoidance of doubt, Pearson may use anonymous data related to student performance, individual and aggregated demography, and the activity of Users within Pearson's systems for product improvement, general research and analytical purposes (which Pearson may share with third parties with or without identifying the Customer).

13.2 The parties agree that Pearson, including any related entities in the Pearson Group, may use any Personal Data submitted by Customer or Users within Pearson's efficacy and performance reviews and studies into the Products and Services, but any public disclosure of such results will be anonymised and subject to the provisions of Clause 14 (Confidential Information) at all times, provided that Pearson shall be entitled to identify Customer in relation to such reviews and/or studies. For the avoidance of doubt, the rights granted in this clause 13.2 shall include the right to transfer and process the Personal Data outside the Republic of South Africa.

13.3 Customer warrants that:

- (a) where it is processing Personal Data on Pearson's behalf and thus act as an Operator for the purposes of the Protection of Personal Information Act 2013 (the "Act"), it will process such Personal Data in compliance with the Act and other applicable local laws relating to Data Protection;
- (b) it shall take appropriate technical and organisational measures against the unauthorised or unlawful access to or processing of Personal Data and against the accidental loss or unauthorised destruction of, or damage to, Personal Data in compliance with Section 19 of the Act to ensure Pearson's compliance with the Seventh Condition for the Lawful Processing of Personal Information as set out in Chapter 3 of the Act;
- (c) it shall notify Pearson immediately where there are reasonable grounds to believe that the Personal Data has been accessed or acquired by any unauthorised person; and
- (d) it has obtained all relevant consents from Users to allow Pearson, including any related entities in the Pearson Group, to process, in accordance with and for the purposes of this Agreement, any Personal Data submitted by Customer or Users. Customer fully indemnifies Pearson against any loss, damage or harm suffered through a failure of Customer to obtain such proper consents.

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14. Confidential Information: Each party will keep any confidential information of the other party which it receives in the course of this Agreement confidential and will not use or disclose it other than as needed in order to perform its obligations under this Agreement or as required by law. Confidential



Information will include the terms of this Agreement as well as any proprietary information, materials or trade secrets provided or disclosed by Pearson. Confidential information will not include information which (a) is or becomes publicly known through no breach of this Agreement; or (b) is already or subsequently in the possession of the receiving party without confidentiality restrictions; or (c) is independently developed by the receiving party.

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## 15. Warranty and Disclaimer

- 15.1 Each party warrants that it will (a) comply with any obligations imposed on it by any applicable data protection laws (“Data Protection Laws”); (b) maintain appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data relating to Users; (c) ensure that it has obtained appropriate consents as may be required by Data Protection Laws before disclosing any Personal Data to the other.
- 15.2 Pearson warrants that any supply made by it will be made with reasonable care and skill. Customer’s exclusive remedy and Pearson’s sole obligation for any breach by Pearson of this warranty shall be for Pearson to (a) re-supply at no additional charge, or (b) if Pearson is unable to accomplish re-supply using commercially reasonable efforts, for Pearson to provide a full refund of the fee for such non-conforming supply.
- 15.3 Pearson makes no warranty that its platforms or systems or Customer’s use of them will be uninterrupted or error-free. Except as set out in these Terms and Conditions, Pearson insofar as permitted by law expressly disclaims all warranties, expressed or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights or any present or future use, integration or compatibility with any other products or services. Pearson does not warrant that the Products and Services will meet Customer’s requirements. Customer acknowledges that it has relied on no warranties other than the express warranties provided in these Terms and Conditions.

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## 16. Limit of Liability

- 16.1 Neither party will be liable to the other for any indirect, incidental, or consequential damages, including without limitation any lost data, lost profits and costs of procuring substitute goods or services, arising out of or related to this Agreement, or the use of or inability to use the Products, whether arising in contract, delict or otherwise, even if it has been advised of the possibility of such damages.
- 16.2 Except in the case of death or personal injury arising from negligence, Pearson’s total aggregate liability to Customer for all damages arising out of or related to this Agreement or Customer’s or Users’ use of the Products or Services will not exceed the amount paid by Customer for the specific Product or Service giving rise to the claim in the 12 month period immediately preceding the claim.
- 16.3 Nothing in this Agreement will exclude or limit either party’s liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for (a) death or personal injury caused by its negligence; or (b) fraudulent misrepresentation.

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17. Force Majeure. Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement to the extent such failure or delay results from any event or circumstance beyond its reasonable control (a “Force Majeure Event”).

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## 18. Anti-Bribery and Corruption.

18.1 The Parties shall at all times comply with all applicable laws related to bribery, corruption and related matters, including without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the South African Prevention and Combating of Corrupt Activities Act.

18.2 Customer agrees to familiarise itself with and abide by the Business Partners' Code of Conduct (the "Code") and the Anti-Bribery and Corruption Policy (the "Policy") of Pearson PLC and its subsidiaries, as amended from time to time, which Code and Policy form an integral part of this Agreement, and undertakes not to participate in any conduct that may be seen as contrary to this Code or Policy, and to report any such conduct to Pearson. Copies of the Code and Policy can be obtained from Pearson on request or can be viewed at [www.pearson.com](http://www.pearson.com).

18.3 Pearson shall have the right to terminate this Agreement with immediate effect should it have reason to believe Customer has acted, or will act, in breach of the Code or Policy without any further liability to Customer.

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19. No Assignments. Customer may not assign this Agreement to any other person or entity without Pearson's express prior written consent. Any purported assignment in violation of this clause 19 shall be void and of no effect. Pearson may freely assign this Agreement to any of its subsidiaries, affiliates or associated companies in the Pearson Group.

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20. Governing Law. This Agreement will be governed by the laws of the Republic of South Africa and the parties submit to the exclusive jurisdiction of the South African courts.

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21. Notices. Any notice given under this Agreement must be in writing and will be deemed to have been delivered and given: (a) on the delivery date if delivered personally; (b) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (c) ten (10) business days after the mailing date, if sent by registered mail, return receipt requested, postage and charges prepaid. The parties choose as their respective *domicilia citandi et executandi* the following addresses, or such other physical address as one party may notify to the other from time to time, to which notices can be despatch:

If to Pearson: To 4th Floor, Auto Atlantic, Corner Hertzog Boulevard and Heerengracht, Cape Town 8001, South Africa, marked for the attention of General Counsel: South Africa, Legal and Compliance.

If to Customer: To the physical address identified on the Term Sheet.

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## 22. General.

22.1 This Agreement constitutes the whole of the agreement between the parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the parties, except for any other published Pearson terms and conditions and any agreements, amendments or waivers that may be agreed to in writing by the party against whom they are to be enforced. Any contrary or inconsistent terms appearing on Customer's purchase orders, acknowledgments or other documents of Customer shall not be binding on Pearson.

22.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the parties.

22.3 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of any party in exercising any right, power or privilege hereunder or any indulgence granted to a party by the other, will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22.4 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they had been aware of such unenforceability at the time of execution hereof.

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### 23. Version of Terms and Conditions

23.1 This version of the Terms and Conditions applies to the Term Sheets executed by Pearson and Customer at any time until this version of the Terms and Conditions is superseded by a new version.

23.2 Pearson may at any time and at its sole discretion change, update or amend these Terms and Conditions by posting a new version of the Terms and Conditions at: <https://za.pearson.com/TVET-terms-and-conditions.html>. Any such change under this clause will not affect any Term Sheets that have already been executed by Pearson and Customer.

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## **Pearson Support Services Schedule**

If the Term Sheet indicates that this Schedule applies, then the provisions included in this Schedule shall be deemed to be incorporated in the Agreement. Unless provided otherwise all capitalised terms shall have the meanings given to them in the Agreement.

In addition to Getting Started Training provided at no additional cost to new TVET DigiKit customers, Pearson offers additional training services to enhance the successful use of digital products. Training services are provided in accordance with the following schedule of content and timings. Training is mandatory for Customers who Purchase TVET DigiKit for the first time.

### **C3-H2 Cloud Server Training**

C3-H2 Cloud Server Training is a 1 day training event delivered face-to-face to all related staff and can also be delivered online to meet Customer needs. C3-H2 Cloud Server Training does not provide for venue hire, catering or participant travel. Institutions need to provide a suitable venue where participants will have access to computers.

C3-H2 Cloud Server Training covers:

System identification, Powering on the system, Wi-fi LAN connection, Default URL and passwords, System administration, Access and use of content portal, Smartboard integration, Shutting down and sign off, Support overview and warranties.

Title: C3-H2 Cloud Server Training

Duration: 1 Day

### **TVET DigiKit Getting Started Training**

TVET DigiKit Getting Started Training is a 1 day training event delivered face-to-face to all related staff and includes:

Overview of TVET DigiKit content, Accessing and integrating digital content into lectures, Demonstration and practical exercise, Key Dates and rollout planning.

TVET DigiKit Getting Started Training does not provide for venue hire, catering or participant travel. Institutions need to provide a suitable venue where participants will have access to computers.

Title: TVET DigiKit Getting Started Training

Duration: 1 Day

### **Additional terms relating to training services:**

#### **1. Cancellation by Customer**

Customer may cancel any training sessions that Customer has arranged with Pearson within 14 calendar days of requesting such training except that Pearson will not accept any cancellations less than 10 days before a scheduled session.

Should Customer cancel a session less than 10 days before the session date, then Customer shall be liable for all wasted costs incurred by Pearson relating to such cancelled session.

#### **2. Unforeseen Circumstances; cancellation and rescheduling by Pearson**

Sessions are subject to cancellation or rescheduling at Pearson's discretion. If the training session is cancelled by Pearson, Pearson will try to reschedule the session but if Pearson cannot identify a mutually convenient date and time Pearson will be entitled to cancel Customer's booking.

Pearson shall not be liable for any loss or damage resulting from such cancellation or changes.

3. Customer's obligation to communicate with Pearson when scheduling training sessions

If Customer requests a training session but does not agree to a date with Pearson within 365 days of making the request, then Pearson is not obliged to deliver the session. When arranging a training session Pearson will communicate with Customer using the contact details provided by Customer. Pearson can only schedule a training session at a mutually convenient time and date if Customer responds promptly when Pearson corresponds with Customer.

If Customer has not responded after Pearson has made three attempts to contact Customer using the contact details provided by Customer, whether using email, telephone, letter or some other means of communication, then Pearson is not obliged to make further attempts to contact Customer and the paragraph above may apply.

4. Training Materials

Pearson and its licensors own all copyright and all other intellectual property rights in all training materials provided in connection with a training session. Customer agrees not to reproduce, sell, hire or copy such training materials (in whole or in part) and not to use such materials except for the purposes of post-training reference.

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## Custom Integration Schedule

If the Term Sheet indicates that this Schedule applies, then the provisions included in this Schedule shall be deemed to be incorporated in the Agreement. Unless provided otherwise all capitalised terms shall have the meanings given to them in the Agreement.

1. Pearson will provide one-click single-sign-on access from Customer's Learning Management System ("LMS") to the agreed Product. We refer to this as "custom integration". Learners are registered to the appropriate platform for their area of study, thus removing the necessity for students to register themselves on the Pearson Product and create an account. Once learners have accepted Pearson's 'End User Licence Agreement' they can navigate through the Pearson Product.
2. Customer will give Pearson access to the Customer's LMS/Virtual Learning Environment ("VLE"), if required by Pearson. Login credentials with sufficient permissions to create courses should be made available to Pearson upon request.
3. Access to key stakeholders within the Customer's organisation is a requirement of the custom integration process. This allows Pearson to plan the timing of the process and the allocation of key roles and responsibilities.
4. Pearson will provide telephone and online technical support post installation. Support is limited to support in relation to Products and does not include support related to use of Customer's or a third party's technology, software internet service providers ("ISPs"), or networks.

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## TVET DigiKit Schedule

If the Term Sheet indicates that this Schedule applies, then the provisions included in this Schedule shall be deemed to be incorporated in the Agreement. Unless provided otherwise all capitalised terms shall have the meanings given to them in the Agreement.

### **1 Training**

To ensure the effectiveness of the solution provided, it is imperative that adequate time/access and resource is made available for training. The implementation and application of the solutions provided will only be successful if those using it are adequately equipped to use the solutions to their full potential.

Therefore Pearson will provide the following to Customers who purchase access to TVET DigiKit:

- (a) TVET DigiKit Getting Started Training: TVET DigiKit Getting Started Training is a 1 day training event delivered face-to-face to all related staff subject to mutual agreement with Pearson.

Standard topics to be covered include:

Overview of TVET DigiKit content  
Accessing and integrating digital content into lectures  
Demonstration and practical exercise  
Key Dates and rollout planning.

TVET DigiKit Getting Started Training does not provide for venue hire, catering or participant travel. Institutions need to provide a suitable venue where participants will have access to computers.

- (b) Prior to campus implementation, all related staff members shall attend a mandatory 'Kick-Off' meeting to mutually agree and coordinate the timely rollout and release of all Products and Services.

Additional optional training services are offered by Pearson, as described in the [[Pearson Support Services Schedule](#)].

### **2 Support Services**

Customers can contact [pearsonza.enquiries@pearson.com](mailto:pearsonza.enquiries@pearson.com) or (+27) 021 532 6008 for support. Support is limited to support in relation to Products and does not include support related to use of Customer's or a third party's technology, software, internet service providers ("ISPs"), or networks.

A. Pearson will provide the following support services to Customer at no extra cost:

(a) Pearson Customer Services:

- (i) Basic hardware configuration support
- (ii) Basic troubleshooting & triage - identify if it is login related, device, application, platform or network
- (iii) Hardware replacement/repair process coordination
- (iv) Installation Support

(b) Content Support teams:

- (i) Respond to, and resolve, content issues.
- (ii) License management

B. Pearson will comply with the following service levels:

(a) Pearson Customer Services:

- (i) **Critical** - core service disruption impacting a large group of users. Response in 30 min. Resolution 8-12 hours
- (ii) **High** - application unavailable to subset of users, inconvenient but acceptable service. Response in 4 Hours. Resolution in 1 day.
- (iii) **Medium** - application or service unavailable to small subset of users. Response in 1 day. Resolution in 2-3 days.
- (iv) **Low** - Single user impacted or small bug application bug. Response in 2 days. Resolution in 4 days

(b) Content Support teams:

- (i) **Critical** - core service disruption impacting a large group of users. Response in 1 hour. Resolution 24-48 hours
- (ii) **High** - application unavailable to subset of users, inconvenient but acceptable service. Response in 12 Hours. Resolution in 3 working days.
- (iii) **Medium** - application or service unavailable to small subset of users. Response in 2 days. Resolution in 4-5 working days.
- (iv) **Low** - Single user impacted or accuracy of content issue. Response in 3 days. Resolution in 6 working days

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### C3 Device Deployment Schedule

If the Term Sheet indicates that this Schedule applies, then the provisions included in this Schedule shall be deemed to be incorporated in the Agreement. Unless provided otherwise all capitalised terms shall have the meanings given to them in the Agreement.

1. Within 10 (ten) days of Customer signing the Term Sheet, Pearson and Pearson's appointed C3 device service provider ("Pearson's Service Provider") will agree on a deployment date on which the installation of C3 devices purchased by Customer will commence (the "Deployment Date").
2. At least two weeks prior to the Deployment Date, Pearson or Pearson's Service Provider will review Customer's existing infrastructure, meet with the Customer's technical support staff and design an implementation plan.
3. On the Deployment Date, Pearson or Pearson's Service Provider will commence to install the C3 devices purchased by Customer.
4. C3-H2 Cloud Server Training: C3-H2 Cloud Server Training is a 1 day training event delivered face-to-face to all related staff and can also be delivered online to meet Customer needs.

Standard topics to be covered include:

System identification  
Powering on the system  
Wi-fi LAN connection  
Default URL and passwords  
System administration  
Access and use of content portal  
Smartboard integration  
Shutting down and sign off  
Support overview and warranties.

C3-H2 Cloud Server Training does not provide for venue hire, catering or participant travel. Institutions need to provide a suitable venue where participants will have access to computers.

5. Customer will give Pearson and Pearson's Service provider access to the Site and to Customer's infrastructure, technical support staff and other key stakeholders for the purposes set out in this C3 Device Deployment Schedule upon request.
6. Device Support:

Pearson and/or Pearson's Service Provider will provide telephone, email and online technical support post installation. Support is limited to support in relation to Products and does not include support related to use of Customer's or a third party's technology, software, internet service providers ("ISPs"), or networks.

- A. Pearson and/or Pearson's Service Provider will provide the following support services to Customer at no extra cost:

- (a) Hardware Support:
  - (i) Setup
  - (ii) Deployment recommendations based on campus infrastructure
  - (iii) Repairs
  - (iv) Software updates (when device is connected to internet)



- (b) C3 Front of Class Broadcast Wireless Issue:
  - (i) Wireless setup, maintenance & support
  - (ii) Support for wireless & device internet connectivity
  - (iii) Call out content and software updates (when devices are not connected to the internet)
  - (iv) Content management (monitoring which devices have which content package @ which campus's and colleges)

B. Pearson and/or Pearson's Service Provider will comply with the following service levels:

- (a) Hardware Support
  - (i) **Critical** - core service disruption impacting a large group of users. Response in 30 min. Resolution 8-12 hours
  - (ii) **High** - application unavailable to subset of users, inconvenient but acceptable service. Response in 4 Hours. Resolution in 1 day.
  - (iii) **Medium** - application or service unavailable to small subset of users. Response in 1 day. Resolution in 2-3 days.
  - (iv) **Low** - Single user impacted or small bug iapplication bug. Response in 2 days. Resolution in 4 days
- (b) C3 Front of Class Broadcast Wireless Issue
  - (i) **Critical** - core service disruption impacting a large group of users. Response in 30 min. Resolution 8-12 hours
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