



## Cloud Academy End User Terms

### End User Terms

These End User Terms are applicable to the Services specified in the Order Form. Please also read TechQuarters' [standard terms of service](#) (the "Standard Terms") which are hereby incorporated by this reference (a copy of which is available on request or as published at [www.techquarters.com/terms](http://www.techquarters.com/terms)).

In the event of any conflict between the Standard Terms and these End User Terms, these End User Terms shall prevail.

Unless they are inconsistent with the context, the defined terms in these End User Terms shall have the same meaning as specified in the Standard Terms.

#### 1. Definitions

- 1.1. **365 Cloud Academy:** is a brand name for the training services delivered by TechQuarters Ltd.
- 1.2. **Classroom Days:** means the classroom style training provided by a representative from 365 Cloud Academy at the End User's premises which last either half a day or one full day.
- 1.3. **End User / you:** means the customer identified in the Order Form, in receipt of the Services.
- 1.4. **End User Employee:** means an employee of the End User or a Technical Manager (as defined) who is authorised to be a user of the Services, as specifically notified to TechQuarters in writing.
- 1.5. **Hints and Tips Videos:** means the recorded video content published on the Portal by TechQuarters, as may be amended and updated from time to time.
- 1.6. **Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.7. **One-off Training:** means the Classroom Days or VIP Training as purchased by the End User and identified in the Order Form or purchased by the End User later via a separate Order Form as additional training.
- 1.8. **Portal:** means the 365 Cloud Academy branded web portal through which the End User can access the Webinars and Hints and Tips Videos.
- 1.9. **Subscription:** means a subscription to 365 Cloud Academy as set in the Order Form, giving the End User unlimited access to either or both of the Tech Track and User Track content on the Portal (as requested in the Order Form), subject to their compliance with the Standard Terms and End User Terms <http://www.365cloudacademy.com/end-user-terms>
- 1.10. **Support Services:** means the support services set out in the schedule to this Agreement.



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- 1.11. **Technical Manager:** means an employee or subcontractor of the End User who is responsible for the implementation or administration of Information Technology systems at the End User premises.
- 1.12. **Tech Track:** means the Subscription content suitable for Technical Managers.
- 1.13. **User Track:** means the Subscription content suitable for End User Employees other than Technical Managers.
- 1.14. **VIP Training:** means the one-to-one training sessions, which last no more than 30 minutes, conducted remotely with an End User Employee.
- 1.15. **Webinar:** means the recorded video seminar content published by TechQuarters on the Portal, as may be amended and updated from time to time.

## 2. Our Obligations

- 2.1. TechQuarters will provide the Services ordered by you in the Order Form, in accordance with and subject to the Service Description and the terms and conditions of this Agreement.
- 2.2. We will provide the Support Services as and when required from time to time.
- 2.3. In relation to the Subscription, we will provide each End User Employee with a login and password to access the Portal, together with instructions on how to access the Portal.
- 2.4. You agree and acknowledge that TechQuarters shall be under no obligation to include any new content in the Portal, nor does it guarantee that any content included in it will always be available, or that access to the Portal will be uninterrupted.
- 2.5. In relation to the Webinars and Hints and Tips Videos, we will:
  - (a) record, publish and make available on the Portal content in the form of Webinars and Hints and Tips Videos created by TechQuarters and / or other third parties; and
  - (b) schedule a series of emails to be sent to the End User Employees to the email addresses provided by you on a weekly basis surrounding the standard core efficiency applications of the selected Subscription.
- 2.6. In relation to the VIP Training, TechQuarters will:
  - (a) conduct one-to-one sessions remotely with those End User Employees that you order VIP Training for, by controlling the End User Employee's computer for the training time and demonstrating the key focus areas; and
  - (b) provide a trainer with sufficient skill and expertise to carry out the training.
- 2.7. In relation to the Classroom Days, TechQuarters will:
  - (a) perform training at your premises (or any other location, to be mutually agreed) for the number of Classroom Days that you order; and
  - (b) provide a trainer with sufficient skill and expertise to carry out the training.



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### 3. Your Obligations

3.1. You agree and acknowledge that access to the Portal is personal to each End User Employee and you undertake to:

- (a) send a list of all End User Employees in CSV format, with email addresses, first names and last names, to TechQuarters at [training@365cloudacademy.com](mailto:training@365cloudacademy.com), as well as any such other email address as notified to you either TechQuarters or its partners or affiliates in writing at least 1 week in advance of the Service Start Date;
- (b) promptly notify TechQuarters of any changes to the list of End User Employees by email to [training@365cloudacademy.com](mailto:training@365cloudacademy.com);
- (c) inform your End User Employees that it is their responsibility to complete registration at the Portal and encourage them to login to watch the Webinars and Hints and Tips Videos;
- (d) keep the End User Employee login details and passwords secure; and
- (e) procure that all End User Employees shall keep their login details and password to the Portal confidential and shall not share these with any other employee, officer, consultant of the End User, or any other third party.

You acknowledge and agree that the Subscription shall always be in respect of all End User Employees and you will therefore pay a subscription charge in respect of each End User Employee unless otherwise agreed in writing between the parties.

3.2. You agree that any breach of clause 3.1 will be deemed a material breach of the Agreement.

3.3. In relation to the VIP Training, you acknowledge that the following is needed to ensure the training is provided successfully, and that any delay in setting up the following will delay the provision of the VIP Training. You therefore undertake and agree to:

- (a) ensure you have a compatible computer operating system and a version that enables remote control of the relevant End User Employee's computer by TechQuarters; and
- (b) ensure the End User Employee's computer has the full suite of Microsoft Office 365 products required for the VIP Training.

3.4. You acknowledge that the maximum number of attendees per Classroom Day training session is 10.

3.5. If you order a Classroom Day training session, you agree to:

- (a) provide an appropriate training room which is appropriate for the number of attendees, plus the trainer, for the duration of the Classroom Day;
- (b) ensure that the room has a large screen fixed to the wall (or a suitable projector and wall space) so that the trainer can connect a laptop or surface device to enable effective presentation of the course material;



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- (c) maintain sufficient internet line speed to enable the trainer to demonstrate all areas of Office 365, with a browsing speed fit for the purpose of training the End User Employees within the training room; and
- (d) should a revisit be required due to any of the above not being met on the day, pay an additional Classroom Day charge at the prevailing rate.

### 4. Intellectual Property Rights

- 4.1. All Intellectual Property Rights arising out of or in connection with the Services, including but not limited to all training material created by TechQuarters and all content published on the Portal, shall be owned by TechQuarters and nothing in the Agreement shall grant the End User any right, title or interest in or to such rights.
- 4.2. The End User warrants, represents and undertakes that:
  - (a) it will not use, download, share or copy any training materials owned by TechQuarters' with any third party except as authorised in the Agreement;
  - (b) it will not infringe TechQuarters' Intellectual Property Rights in any way; and
  - (c) it will inform TechQuarters immediately if, at any time, it becomes aware of any unauthorised use of the training materials owned by TechQuarters or any actual or threatened infringement of TechQuarters' Intellectual Property Rights in anyway.
- 4.3. You agree that any breach of the terms of this clause 4, or any unauthorised use of TechQuarters' Intellectual Property Rights by the End User or any End User Employee will be deemed a material breach of the Agreement.

### 5. Services and Charges

- 5.1. Standard charges for the monthly Subscription cost are as set out in the Order Form and must be paid by the End User by direct debit on 15<sup>th</sup> of each month, unless otherwise agreed in writing.
- 5.2. One-off Training may be purchased separately and charged at the rates detailed on the Order Form. Payments for One-off Training must be paid no less than 48 hours in advance of the One-off Training Session.
- 5.3. The End User agrees to pay the reasonable travel, accommodation and subsistence costs for the trainer for any Classroom Days, where the location of the End User's premises is outside of Greater London.
- 5.4. The End User acknowledges and agrees that the 365 Cloud Academy Subscription charges will increase by 5% per annum.

### 6. Rescheduling and Cancelling One-off Training

- 6.1. You may reschedule a One-off Training session by emailing TechQuarters or procuring that



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TechQuarters is emailed at [training@365cloudacademy.com](mailto:training@365cloudacademy.com). Provided that you notify TechQuarters no later than 48 hours before the start of such One-off Training, there will be no charge for rescheduling the One-off Training session.

- 6.2. If you wish to reschedule a One-off Training session with less than 48 hours' notice before the start of such One-off Training session, you will be charged 50% of the price set out on the Order Form in respect of the One-off Training session, which will become due and payable no later than 48 hours before the rescheduled One-off Training.
- 6.3. You may cancel a VIP Training session by emailing TechQuarters at [training@365cloudacademy.com](mailto:training@365cloudacademy.com). If you cancel a VIP Training session with 48 hours or more notice before such VIP Training is due to start, you will be charged 50% of the price set out on the Order Form in respect of the VIP Training session, which shall become due and payable immediately. If payment for the VIP Training session has already been made, you will be entitled to a refund of 50% of the price set out on the Order Form in respect of the VIP Training session, which will become due and payable [14 days] from TechQuarters receipt of the notice to cancel.
- 6.4. If you cancel a VIP Training session with less than 48 hours' notice before such VIP Training is due to start, you will not be entitled to any refund. If, for any reason, payment has not yet been made at this time, you will be charged the price set out on the Order Form in respect of the VIP Training session, which shall become due and payable immediately.

### **7. Change in Subscription package**

- 7.1. Any request to reduce the Subscription package may be made upon the anniversary of the Agreement, however the change, if agreed to by TechQuarters (such agreement not to be unreasonably withheld) will not take effect until the following month's billing cycle.
- 7.2. You may not reduce your Subscription package during any period of notice to terminate the Services.
- 7.3. It is your responsibility to send us changes in End User Employee email addresses during the term of this Agreement. If you require additional End User Employees to be registered and receive access to the Portal, you are required to notify us in accordance with clause 3.1 and the Charges for the Services relating to the additional End User Employees will be pro-rated to the start of the following month's billing cycle and thereafter payable in line with the standard charges set out in clause 5 and the Order Form.

### **8. Limitation of liability**

Without prejudice to the other limitations of liability in the Agreement, our total liability to you arising in relation to the Services and the Agreement in any 12 month period is limited to 25% of the total annual Charges paid by you in respect of that period.



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### SCHEDULE - SUPPORT SERVICES

#### **Service description**

1. Cases logged by email to the Partner Helpdesk
2. Cases relate to permissions, user admin, password resets

#### **Service levels**

1. Helpdesk hours open from 8am to 6pm, Monday to Friday
2. Cases resolved remotely by email