

Media Licence Terms

(Version: 1.0)

1. Introduction

These terms are the general and commercial terms of the relationship between us and you. The terms cover any transactions where we grant a licence for you to use our learning media.

2. Definitions and interpretation

Definitions. In the agreement:

agreement means the agreement between us and you, consisting of the terms and any orders the parties enter into;

bespoke means media we create for you;

deliverable means any task we undertake for you, including physical learning media such as books, booklets, DVD's, USB's, pamphlets and any other physical hard copy documents; and digital learning media such as any online learning media, software including our learning ecosystem, online and USB video and content playlists, PDF's, videos, online quizzes or questionnaires, rapid learning tools, interactive learning artefacts, that correspond directly or indirectly to the physical learning media;

development timetable means the timetable as outlined in the Proposal or Commercial Terms upon which the development of a deliverable will proceed as amended by the parties in writing;

digital learning media means any online learning media, software including our learning ecosystem, online and USB video and content playlists, PDF's, videos, online quizzes or questionnaires, rapid learning tools, interactive learning artefacts, that correspond directly or indirectly to the physical learning media;

existing material means any code, forms, algorithms or materials developed by or for either party independently and outside of the agreement and provided during the course of the agreement;

order means a goods or services order agreed to and signed by both the parties describing the specific goods or services that we will provide to you;

our technology means any technology that we have created, acquired or otherwise have rights in and may, in connection with the performance of our obligations under the agreement, employ, provide, modify, create or otherwise acquire rights in and includes any: concepts or ideas; methods or methodologies; procedures or processes; know-how or techniques; function, process, system, data, or object models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities, routines or frameworks; logic, coherence and methods of operation of systems; and patches or enhancements to open source libraries;

physical learning media means the books, booklets, DVD's, USB's, pamphlets and any other physical hard copy documents;

services means any services we or related persons provide to you, under orders;

sign means the handwritten signature, an advanced electronic signature, or an electronic signature that the parties agree to use, of each of our duly authorised representatives;

signature date means the date of signature by the party signing last;

specification means the specification (which may be in the form of a proposal, wire frame, project initiation document, functional specification, or technical specification) of the deliverables, which may be (i) in or attached to an order, or (ii) in writing, dated and signed by the parties;

terms means the terms, consisting of:

- these terms; and
- any other relevant specific terms, policies, disclaimers, rules and notices that the parties agree on, (including any that may be applicable to any specific goods or services);

we, us, or our means EDGE Learning Media (Pty) Ltd, company registration number: 2015/332511/07 and, if specified in an order, those related to it;

writing means the reproduction of information or data in physical form (includes handwritten documents, hard copy printouts and fax transmissions) or any mode of reproducing information or data in electronic form that the parties agree to use (like pdf), and includes information or data in the form of email;

you or your means the customer that enters into an order and, if specified in the order, those related to it;

2.1 **Definitions in the order.** Words defined (or assigned a meaning) in an order will have that meaning in the terms, unless the context clearly indicates otherwise.

2.2 **Interpretation.** All headings are inserted for reference purposes only and must not affect the interpretation of the agreement. Whenever "including" or "include", or "excluding" or "exclude", together with specific examples or items follow a term, they will not limit its ambit. Terms other than those defined within the agreement will be given their plain English meaning. References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended. A reference to a person includes a natural and juristic person and a reference to a party includes the party's successors or permitted assigns. Unless otherwise stated in the agreement, when any number of days is prescribed in the agreement the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

3. Duration

These Media Licence Terms will apply for the duration agreed in the Proposal or Commercial Terms. The parties will conclude a new agreement for each subsequent period.

4. Payment

You will pay us for the development of content as outlined in the Proposal or Commercial Terms

5. Development of deliverables

5.1 **Our roles and responsibilities.** We will develop the learning media in accordance with the specifications and with the development timetable. Unless otherwise agreed in an order, we will develop the learning media at our own cost. The parties may agree to change the respective titles of these components. We will develop the learning media in accordance with any regulatory requirements related to the learning media as agreed in writing with you.

- 5.2 **Your roles and responsibilities.** You will provide the assistance and input as we may reasonably require to enable us to develop the learning media.
- 5.3 **Learning media.** The learning media and the relevant specifications to be developed are set out in the development timetable in the Proposal or Commercial Terms
- 5.4 **Development timetable.** We will provide the deliverables to you according to the development timetable as outlined in the Proposal or Commercial Terms.

6. Acceptance procedure of deliverables

- 6.1 **Commencement and initial period.** You will commence acceptance testing of any deliverable immediately following delivery by us. You will use acceptance tests and data developed by you and approved by us in your reasonable discretion. The acceptance tests will be completed within five calendar days of delivery.
- 6.2 **Assistance.** We will assist you to complete the acceptance tests on request and reasonable notice.
- 6.3 **Variations.** You will report any variances in any deliverable from its specification that you discover during the period of the acceptance testing to us in writing.
- 6.4 **Correction.** We will correct any variance as soon as possible and at our cost.
- 6.5 **Additional period for testing.** You will have an additional period (equal to the initial period above) to conduct acceptance tests on any corrected deliverable. If you discover any further material variance in a corrected deliverable from its specification, you will report it to us. We will correct any further variance in the corrected deliverable as soon as possible and at our cost. During the additional period, you may not report any variance that does not relate to: (i) a variance that you initially reported; or (ii) the corrected deliverable. The parties will deal with these separately as additional services.
- 6.6 **Acceptance confirmation.** The parties may, at any time, confirm in writing that you have accepted the deliverables.
- 6.7 **Deemed acceptance.** You will be deemed to have accepted the deliverables if you:
- fail to sign a confirmation of acceptance within three business days from when we have signed and sent it to you;
 - fail to report any variance to us in writing at the end of the initial or additional period;
 - fail to report any variance to us in any corrected deliverable within three business days, from when we call on you to do so in writing; or
 - put any deliverable to productive use.

7. Specification amendments for learning media

- 7.1 **Procedure.** If a party, at any stage, requires any amendment to the specifications, it will submit a written change request to the other party, setting out:
- the nature of the desired changes;
 - the reason for the changes; and
 - the effect of the changes on the deliverables.
- 7.2 **Format.** If the proposal is made by:
- you, we will investigate the likely impact of any proposed changes upon the development timetable and fees payable and will provide you with a written response;
 - us, we will detail the likely impact of any proposed changes upon the development timetable and fees payable in the change note.
- 7.3 **No changes until sign-off.** Until any changes have been mutually agreed in writing, the parties will continue to perform their respective obligations under this order.

8. Warranties related to deliverables

- 8.1 **Deliverables not error-free.** We do not warrant that any deliverables will be error free after acceptance by you.
- 8.2 **Survival.** This clause will survive termination of this order.

9. Licence

We grant you or your students a non-exclusive and non-assignable licence to use the learning media we have specified in the Proposal or Commercial Terms.