

**Enroly**  
**Order Form**

This Order Form is subject to the Enroly Products and Services Terms and Conditions.

When Enroly and the University sign this Order Form, the signed Order Form together with the Enroly Product and Services Terms and Conditions and any other document referred in the Order Form will constitute the Contract between the University and Enroly for the supply of the Products and Services selected in this Order Form.

Upon signature of this Order Form, the Contract is formed and will be a valid and binding agreement between the University and Enroly.

The signatories of this Order Form represent and warrant that they have all the necessary powers and approvals to enter into the Contract and bind Enroly or the University (as applicable) to all legal obligations the Contract creates to each of them.

<b>Parties</b>	<b>Enroly Limited</b> , a company organised and existing under the laws of England and Wales, company number 10880551 and registered office at Suffolk House, 68-70 Suffolk Road, Cheltenham, Gloucestershire, United Kingdom, GL50 2ED (“Enroly”);  and <b>University of Essex</b> , Wivenhoe Park, Colchester, Essex, CO4 3SQ
<b>Commencement Date</b>	03/09/25
<b>Term</b>	60 months after the Commencement Date (“Initial Term”)  After the expiry of the Initial Terms, the Contract will automatically renew for additional one-year terms (each a “Renewal Term”).  Either party may terminate the Contract and/or cancel any Product or Service by giving written notice at least 90 days before the end of the Initial Term or each Renewal Term (“Notice Period”).
<b>Notice Period</b>	Either party may terminate the Contract and/or cancel any Product or Service by giving written notice at least 90 days before the end of the Initial Term or each Renewal Term (“Notice Period”).
<b>Product and Services</b>	<b>Fees and Payment Terms</b>  All charges payable under the Contract and any amounts invoiced pursuant to the Contract shall be

	payable within 30 days of the date of Enrolly's valid invoice.
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Platform		
Item	Period	Price
<b>(X) CAS Shield</b> <ul style="list-style-type: none"> <li>- Whitelabel branding</li> <li>- Email automation</li> <li>- Custom configuration</li> <li>- Unlimited approved users</li> </ul>	03/09/25 - 02/09/26 03/09/26 - 02/09/27 03/09/27 - 02/09/28 03/09/28 - 02/09/29 03/09/29 - 02/09/30	<u>Annual Licence</u> £25,450 + VAT £26,950 + VAT £28,600 + VAT £30,500 + VAT £32,000 + VAT
<b>(X) Set up fee (includes Basic Integration)</b> <ul style="list-style-type: none"> <li>- Onboarding with a dedicated Customer Success Manager</li> <li>- Bespoke workflow configuration</li> <li>- Training</li> <li>- Testing</li> </ul>	03/09/25	<u>One-off cost</u> £6,000 + VAT
<b>(X) Interview management (Video Automation and Interview assessment)</b> <p><b>Video Interview Automation</b></p> <ul style="list-style-type: none"> <li>- Integrated within CAS Shield</li> <li>- Region-based configuration</li> <li>- Configurable invites</li> <li>- Variable interview questions</li> <li>- Multiple rounds of interviews</li> <li>- GDPR compliant video storage</li> <li>- Centralised and cloud based</li> </ul> <p><b>Interview Assessment</b></p> <ul style="list-style-type: none"> <li>- CAS Shield Integrated</li> <li>- Configurable invites</li> <li>- Use of Enrolly best practice question set (randomised)</li> <li>- Transcript of answers per question</li> <li>- Student ID confirmation</li> <li>- Fraud analysis (lip sync, reading)</li> <li>- English language check</li> <li>- Outcome assessment (pass/fail/resit)</li> <li>- Scorecard for audit</li> </ul>	03/09/25 - 02/09/26 03/09/26 - 02/09/27 03/09/27 - 02/09/28 03/09/28 - 02/09/29 03/09/29 - 02/09/30	<u>Annual Cost</u> Fixed fee calculated based on an annual volume of 3,001 students. £45,015 + VAT (£15 per student) £48,016 + VAT (£16 per student) £48,016 + VAT (£16 per student) £51,017 + VAT (£17 per student) £54,018 + VAT (£18 per student)  Recorded interview annual volumes shall be charged at the applicable rate for the contract year in which they occur.

<p><b>(X) Data Insights</b></p> <p>Access to live data to track</p> <ul style="list-style-type: none"> <li>- Student data</li> <li>- Internal performance data</li> <li>- Industry trends</li> <li>- Segmentation via filters</li> <li>- Attendance at Enroly Data insights webinar series</li> </ul>	<p>03/09/25 - 02/09/26</p> <p>03/09/26 - 02/09/27</p> <p>03/09/27 - 02/09/28</p> <p>03/09/28 - 02/09/29</p> <p>03/09/29 - 02/09/30</p>	<p><u>Annual Licence</u></p> <p>£7,950 + VAT</p> <p>£8,500 + VAT</p> <p>£8,500 + VAT</p> <p>£8,950 + VAT</p> <p>£9,500 + VAT</p>
<p><b>( ) Advanced Integration (API)</b></p> <ul style="list-style-type: none"> <li>- API data in (SRS-Enroly)</li> <li>- API data out (Enroly-SRS)</li> <li>- API documents in (SRS-Enroly)</li> <li>- API documents out (Enroly-SRS)</li> </ul>		<p><u>One-off cost</u></p> <p>£10,250 + VAT(one-off)</p>
		<p><u>Annual Cost</u></p> <p>£0 (During first 1 year of API )</p> <p>£1,250 + VAT (annually from year 2 onwards)</p> <p>Annual maintenance charge to cover annual bug fixing and testing as required.</p>
<p><b>(X) Advanced Integration (Single Sign-on)</b></p> <p><b>AZURE:</b></p> <p>Integrating with a customer’s Active Directory implementation that allows users authenticated with a university’s AD account to automatically be signed into CAS Shield. This allows the administration of university accounts with the university’s AD accounts rather than with CAS Shield itself.</p>	<p>03/09/25</p>	<p>£2,500 + VAT (one off)</p>
<p><b>( ) Service Provider Access Points</b></p> <p>Access for approved third party providers (not covered in standard Authorised use)</p>		<p><u>Annual Licence</u></p> <p>£9,750 + VAT (Annual Licence)</p>

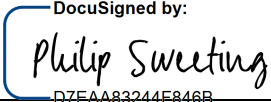
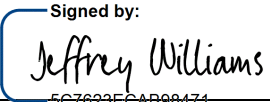
to live university data securely via the Enroly platform		
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<p><b>University’s mandatory policies</b> (incorporated in the Order Form by reference)</p>	<p>Information security and communication. <a href="https://www.essex.ac.uk/staff/working-with-information-and-data/information-security">https://www.essex.ac.uk/staff/working-with-information-and-data/information-security</a></p> <p>Equality and Diversity <a href="https://www.essex.ac.uk/about/equality-diversity-inclusion">https://www.essex.ac.uk/about/equality-diversity-inclusion</a></p> <p>Health and Safety <a href="https://www.essex.ac.uk/student/health-and-safety/policies">https://www.essex.ac.uk/student/health-and-safety/policies</a></p> <p>Environmental policies <a href="https://www.essex.ac.uk/sustainability/policies-strategies-and-reports">https://www.essex.ac.uk/sustainability/policies-strategies-and-reports</a> <a href="https://www.essex.ac.uk/sustainability/priorities">https://www.essex.ac.uk/sustainability/priorities</a></p> <p>Information Governance/Data Protection <a href="https://www.essex.ac.uk/information/freedom-of-information/data-protection-and-research">https://www.essex.ac.uk/information/freedom-of-information/data-protection-and-research</a></p>
<p><b>Enroly’s Total Aggregate Liability</b></p>	<p>The Fees actually paid during the twelve (12) months immediately preceding the date on which the claim arose.</p>
<p><b>University’s Total Aggregate Liability</b></p>	<p>The Fees actually paid during the twelve (12) months immediately preceding the date on which the claim arose.</p>
<p><b>Amendments to CAS Shield TCs</b> (incorporated in the Order Form by reference)</p>	<p><b>Pricing clarification:</b> The rates listed for any products not checked or ordered as of the Commencement Date shall remain fixed and guaranteed, provided that an order for the listed products is placed on or before the second anniversary of the Commencement Date and Enroly continues to offer the relevant service during this period.</p>

	<p><b>Addition to Clause 8 - NO VIRUS:</b></p> <p>8.3 The University may request updated copies of Enroly’s relevant cyber security certifications and penetration test reports from time to time, and Enroly shall provide such documentation within a reasonable period.</p> <p><b>Amendment to Clause 13 - USE OF THE UNIVERSITY INTELLECTUAL PROPERTY RIGHTS:</b></p> <p>13.1. For the duration of this agreement, Enroly may only use the University’s name, brand, logo, or any other intellectual property rights with the University’s prior written agreement (“University IP”). Any such agreed use shall be solely for the purpose of promoting, marketing, selling, and further developing and growing Enroly and its Products and Services, and may include printed or digital media such as Enroly’s website and social media accounts.</p> <p><b>Addition to Clause 16 - LIMITATION OF LIABILITY:</b></p> <p>16.10 The University may request updated copies of Enroly’s relevant insurance policies and certifications from time to time, and Enroly shall provide such documentation within a reasonable period.</p> <p><b>Addition to Schedule 1 - Technical and Commercial Schedule.</b></p> <p><b>CAS Shield. Included Features</b></p> <ul style="list-style-type: none"><li>● Additional Additional Deep Screening Module for High-Risk Students<ul style="list-style-type: none"><li>○ Provides functionality for the University to define student groups (e.g. by nationality, region, or agent) and configure application requirements, including tasks, documents, interviews, or additional evidence (such as financial due diligence). The University retains</li></ul></li></ul>
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	<p>responsibility for all criteria and compliance decisions.</p> <ul style="list-style-type: none"> <li>● Automated compliance workflow prioritisation and risk factor detection             <ul style="list-style-type: none"> <li>○ Provides functionality to prioritise applicant cases for review based on the completeness of submitted information and documents. The system may also highlight potential risk factors, which are presented to University staff for consideration only. The University retains responsibility for all compliance assessments and decisions.</li> </ul> </li> </ul> <p><b>Basic Integration</b></p> <ul style="list-style-type: none"> <li>● From point of go live for 12 weeks, then post intake config changes permitted within CAS Shield             <ul style="list-style-type: none"> <li>○ For a period of twelve (12) weeks following Go-Live (the “Initial Implementation Period”), Enroly shall provide support for configuration changes. During the Initial Implementation Period, resolution times for such configuration changes shall be treated as Priority 1 in accordance with Schedule 2 (Service Levels). Following expiry of the Initial Implementation Period, configuration changes shall be treated as Priority 2 unless otherwise agreed in writing.</li> </ul> </li> <li>● Enroly shall provide the University with access to a secure test environment for the purpose of basic integration, configuration, and ongoing testing, using the University’s own data where required.</li> </ul> <p><b>Automated Interview Assessment. Included features</b></p> <ul style="list-style-type: none"> <li>● Student ID confirmation</li> </ul>
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	<ul style="list-style-type: none"> <li>○ Provides functionality to verify applicant identity to compare the applicant’s image during an interview with the passport photo supplied. A matching score from 0–10 is generated. This functionality is available only with Enrol’s Interview Assessment service.</li> </ul> <p><b>Addition to Schedule 2 - Service Levels:</b></p> <p>20. The Parties shall meet bi-annually (at a date and time to be mutually agreed) to discuss and review the service received by the University.</p>
<b>Enrol Contact Details</b>	<p>Name: Richard Jackson</p> <p>Job title: Head of Business Development</p> <p>Email: <a href="mailto:richard@enrol.com">richard@enrol.com</a></p>
<b>Enrol Finance Contact Details</b>	<p>finance@enrol.com</p>
<b>Your Contact Details</b>	<p>Name: Lindsey Russell</p> <p>Job Title: Director of Marketing, Student Recruitment &amp; Admissions</p> <p>Email address: <a href="mailto:lindsey@essex.co.uk">lindsey@essex.co.uk</a></p>
<b>Your Finance Contact Details</b>	<p><a href="mailto:invoices@essex.ac.uk">invoices@essex.ac.uk</a></p>
<b>Client Purchase Order to be included on invoice</b>	<p>Yes</p>

<b>Date:</b> 03/09/2025	<b>Date:</b> 03/09/2025
<b>Signature:</b> 	<b>Signature:</b> 
<b>Name:</b> Philip Sweeting, Director of Procurement	<b>Name:</b> Jeffrey Williams
<b>Company Name:</b> University of Essex	<b>Company Name:</b> Enrol Ltd.

## ENROLY PRODUCTS AND SERVICES

### Terms and Conditions

#### 1. WHO WE ARE?

1.1. Enroly Ltd. is a company registered in England and Wales with company number 10880551 and registered address at 85 Great Portland Street, London, United Kingdom, W1W 7LT.

1.2. Enroly’s registered VAT number is 281151817.

#### 2. PRODUCTS AND SERVICES

2.1. Enroly provides to universities in the UK a wide range of products and services to facilitate offer-to-arrival administration and conversion processes in relation to international students (“Products and Services”).

2.2. Our Products and Services include:

Platform	
<b>CAS Shield</b>	<p>Software as a service platform that automates offer-to-arrival administration and conversion processes in relation to international students.</p> <p>CAS Shield is provided via bespoke link or other website Enroly may notify the University from time to time.</p> <p>CAS Shield includes online software applications and any documents provided in connection with the CAS Shield Services, in either printed text or machine-readable form, including the technical documentation and program specification.</p>
<b>Basic Integration</b>  <b>Advanced Integration</b>	<p>Set up and integration services that enable the CAS Shield to operate with the University’s internal systems.</p> <p>CAS Shield requires the Basic Integration to operate with the University’s internal systems. Therefore, a Contract shall include at least CAS Shield and the Basic Integration.</p> <p>The Advanced Integration is not essential for the use of CAS Shield.</p> <p>If the Basic Integration cannot be completed within the timeframe set out in the Order Form due to the University’s failure to timely input information to CAS Shield in accordance with Enroly’s instruction,</p>



	<p>Enroly shall have the right to take over the data input and charge the University the fee set out in the Order Form (“CSV Manual Data Upload Fee”).</p>
<p><b>Extension and Add-ons</b></p>	
<p><b>Interview Booking (Calendly Integration)</b></p>	<p>Integration with Calendly.</p> <p>Calendly Integration requires that the University has an account with Calendly, the hub for scheduling meetings available at <a href="https://calendly.com/">https://calendly.com/</a> (“Calendly Account”).</p> <p>The Authorised Users shall be added to the Calendly Account.</p> <p>The Calendly Accounts and the use of these Accounts by the Authorised Users will be subject to Calendly’s terms and conditions and except for the elements related to the integration with CAS Shield, Enroly shall not be liable for any aspect of the Calendly Account.</p> <p>Enroly does not warrant or guarantee the services and products provided by Calendly and shall not be responsible for any loss or damage the University or the Authorised Users suffer in connection with the Calendly Account and the products and services provided by Calendly.</p> <p>Enroly shall not be liable for any failure to perform its obligations under the Contract where such failure relates to an act or omission by Calendly.</p>
<p><b>Automated Interviews</b></p>	<p>Automation of video interviews with students.</p> <p>The Automated Interviews allow the University to select from a bank of credibility related questions, or set their own questions and automatically invite selected students to undertake an online interview and answer these questions via a video recorded using the Automated Interviews integrated in CAS Shield.</p> <p>The Automated Interviews also allow the University to access and view the videos containing the replies from the students via CAS Shield, upload documents against the interview, record an outcome, and manage communications in relation to the interview.</p> <p>All features included in the Automated Interviews are visible to the University and all Authorised Users.</p>
<p><b>Data Insights</b></p>	<p>Data solutions and real time business reporting.</p> <p>The Data Insights are digital materials containing information about universities in the United Kingdom and statistics about how they deal with the offer and enrolment of international Students.</p>

	<p>The Data insights have been prepared by or licensed to Enroly and can be accessed and viewed via CAS Shield.</p> <p>The Data Insights can be accessed and viewed only by the University and the Authorised Users who are not students.</p>
<b>Service Provider Access Point</b>	Additional access points where the University requires a third party company, association or entity (including but not limited to pathway providers and conversion support providers) to access the Products and Services purchased by the University.
<b>Compliance Solutions</b>	
<b>Interview Assessment</b>	<p>Review and assessment of the students’ replies to the interviews conducted and recorded via the Automated Interviews to verify compliance with the requirements of CAS.</p> <p>The Automated Interview Assessment uses Enroly’s cutting edge fraud prevention technology and will result in a report on the extent to which the students’ replies comply with the requirements of CAS.</p> <p>The Automated Interviews Assessment is not intended to involve the processing of students’ personal data and the students will be informed that they shall not share their personal data during the Automated Interviews that will be automatically assessed.</p> <p>Enroly shall not be liable if the students share personal data contrary to Enroly’s instructions.</p>
<b>Finance Fraud &amp; Funding Availability Checks</b>	Review and confirmation of funding document authenticity and funds withdrawal/availability from the relevant financial institution.
<b>Finance Compliance</b>	Assessment of all relevant documents with approval or rejections, including appendix documents such as birth certificates & letters of consent.
<b>Visa Support Services</b>	Professional step-by-step guidance directly provided to the students by regulated immigration advisers managed within CAS Shield.
<b>Offer-to-arrival Outsourcing</b>	CAS Shield bespoke management services which may include engagement with students and agents.

2.3. The features included in each of the Products and Services are described in the commercial and technical schedule attached to these Terms and Conditions (“Schedule 1”).

**3. WHEN THESE TERMS AND CONDITIONS APPLY**

- 3.1. Following initial discussions with the University, Enroly will send an order form containing the details of the Products and Services the University intends to purchase ("Order Form"). These Terms and Conditions shall be part of the Order Form and shall be incorporated in the Order Form by reference.
- 3.2. When Enroly and the University sign the Order Form ("Commencement Date"), a contract will be formed for the supply of the Products and Services included in the Order Form in accordance with the Order Form and these Terms and Conditions ("Contract").
- 3.3. The Contract shall not prevent Enroly from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services whether or not similar to the Products and Services.

#### **4. SUPPLEMENTARY ORDER FORMS**

- 4.1. If an Order Form does not include certain Products or Services, the parties can mutually agree to their addition after the formation of the Contract.
- 4.2. This addition will be subject to these Terms and Conditions and will be implemented upon the parties' signature to a supplementary order form which will set out the details of the agreed addition ("Supplementary Order Form").
- 4.3. A Supplementary Order Form shall also be used when the parties agree to extend the Term.
- 4.4. Upon signature of the Supplementary Order Form, the Contract shall be deemed amended with the incorporation of the Products, Services and any other terms and conditions set out such Supplementary Order Form.

#### **5. SERVICE LEVELS, CHANGES AND UPGRADES**

- 5.1. The Products and Services will be subject to the service levels set out in Schedule 2.
- 5.2. Notwithstanding clause 10.1, Enroly shall always have the right to make changes, updates and upgrades to the Products and Services.
- 5.3. If any such change, update or upgrade is essential to allow the University to enjoy the benefits of the Products and Services materially in accordance with the Contract or as required by laws and regulations, they shall be made available to the University at no additional cost. Otherwise, Enroly shall not be obliged to make the change, update or upgrade available to the University unless the parties enter into an Supplementary Order Form in relation to it.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Enroly is the owner or licensor of the intellectual property rights arising in connection with the Products and Services ("Enroly IPRs").
- 6.2. Enroly grants to the University for the duration of the Contract a non-exclusive, non-transferable, non-sublicensable right to use the Products and Services included in an Order Form (and Supplementary Order Forms, if applicable) and the corresponding Enroly IPRs in accordance with the Contract exclusively for the internal operations of the University ("Authorised Use").
- 6.3. The University may permit individuals who are University's students and/or members of its staff (including the University's employees, agents or independent contractors) ("Authorised Users") to use

the Products and Services purchased by the University exclusively for the Authorised Use.

6.3.1. For the avoidance of doubt, students that have been recruited by third party company, association or entity (including but not limited to pathway providers and conversion support providers), shall not be appointed as Authorised Users under the Contract unless an additional fee is agreed between Enroly and the University.

6.4. For the avoidance of doubt, unless the University has purchased Service Provider Access Points to each of them, companies, associations or any other third party entity shall not be appointed as Authorised Users.

6.5. Except for the licence granted for the Authorised Use, the Contract does not grant to the University nor any third party (including Authorised Users) any rights in relation to the Enroly IPRs.

6.6. The University and the Authorised Users shall not do or attempt to do any of the following activities (which, for the avoidance of doubt, are not included in the Authorised Use):

6.6.1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products and Services in any form or media or by any means;

6.6.2. de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Products and Services;

6.6.3. access all or any part of Products and Services in order to build a product or service which competes with the Products and Services; or

6.6.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Products and Services available to any third party that are not Authorised Users.

6.7. The rights provided under this clause 6 are granted to the University only and not to any other affiliate.

## **7. PRICE AND PAYMENT**

7.1. In consideration of the supply of the Products and Services in accordance with the Contract, the University shall pay the fees set out in the Order Form ("Fees").

7.2. The Fees shall be paid in accordance with the payment terms set out in the Order Form ("Payment Terms").

7.3. The Fees are exclusive of value added tax, which shall be added to the invoices at the appropriate rate.

7.4. If the University does not pay the Fees within 30 days after the date when they are due, without prejudice to any other rights and remedies and without any liability to Enroly may:

7.4.1. disable the University's and all Authorised Users' access to the Products and Services for as long as the Fees remain outstanding; and

7.4.2. charge interest on the overdue amount on a daily basis and at the rate of 4% a year above the base rate for the time being of Lloyds Bank Plc, payable immediately on demand, from the due date up to the date of actual payment.

7.5. The University shall not withhold payment of any sum by reason of any set-off of any claim or dispute with us whether relating to the quality or performance of the Products and Services or otherwise.

7.6. Enroly reserves the right to increase the Fees for any Products and Services provided under this Contract on an annual basis. For clarity, this clause does not apply during the initial term of the contract, and the fees shall remain fixed as stated in the Order Form.

## **8. NO VIRUS**

8.1. The University shall endeavour by all reasonable means to ensure that the Authorised Users shall not access, store, distribute or transmit any Viruses, or any material during the course of the Authorised Use that:

8.1.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

8.1.2. facilitates illegal activity;

8.1.3. depicts sexually explicit images;

8.1.4. promotes unlawful violence;

8.1.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

8.1.6. is otherwise illegal or causes damage or injury to any person or property.

8.2. For the purposes of the Contract, Virus means anything (including any software, code, file or programme) which may:

8.2.1. prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;

8.2.2. prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or

8.2.3. adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

## **9. UNIVERSITY'S OBLIGATIONS**

9.1. Without prejudice to any other obligation set out in the Contract, the University shall and shall ensure that the Authorised Users:

9.1.1. provide all necessary co-operation and information as Enroly requires in connection with the supply of the Products and Services;

9.1.2. provide access to all the data (including personal data) inputted by the University, the Authorised Users or Enroly on behalf of the University for the purpose of using or facilitating the use of the Products and Services;

9.1.3. provide access to information and configuration services;

9.1.4. obtain and shall maintain all necessary licences, consents, and permissions (including from students) which are necessary for Enroly to perform its obligations under the Contract;

- 9.1.5. provide information about any Authorised User to whom the University wants to give or to cancel access to the Products and Services;
- 9.1.6. not allow any user account to be used by more than one Authorised User unless it has been reassigned in its entirety to another Authorised User (in which case the prior Authorised User shall no longer have any right to access or use the Products and Services);
- 9.1.7. keep secure and confidential any password and / or other log in details for the use of the Products and Services;
- 9.1.8. prevent any unauthorised access to, or use of, the Products and Services and, in the event of any such unauthorised access or use, promptly notify Enroly;
- 9.1.9. ensure that the University's network and systems comply with the relevant specifications Enroly provides from time to time in connection with the Products and Services;
- 9.1.10. procure and maintain the University's network connections and telecommunications links from the University's systems to Enroly's data centres;
- 9.1.11. comply with all applicable laws and regulations with respect to the University's activities under the Contract (including anti-bribery and data protection laws and regulations);
- 9.1.12. carry out all other responsibilities set out in the Contract in a timely and efficient manner; and
- 9.1.13. use the Products and Services in accordance with the Contract.

## **10. ENROLY'S OBLIGATIONS**

- 10.1. Without prejudice to any other obligation set out in the Contract, Enroly shall:
  - 10.1.1. provide the Products and Services with reasonable skill and care and materially in accordance with the Contract. ;
  - 10.1.2. maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract;
  - 10.1.3. co-operate with the University in all matters relating to the Products and Services;
  - 10.1.4. comply with the University's reasonable instructions;
  - 10.1.5. comply all applicable laws, statutes, regulations and codes with respect to its activities under the Contract (including anti-bribery and data protection laws and regulations);
  - 10.1.6. comply with the University's mandatory policies set out in the Order Form; and
  - 10.1.7. not do or omit to do anything which may cause the University to lose any licence, authority, consent or permission on which the University relies for the purposes of conducting its business.
- 10.2. If the Products and Services do not conform with the Contract, Enroly shall, at its expense, use all reasonable commercial endeavours to promptly correct any such non-conformance, or provide the University with alternative means of accomplishing the desired performance. Such correction or substitution constitutes the University's sole and exclusive remedy for any breach of the obligations set out in clause this clause 10.

## **11. DATA PROTECTION**

- 11.1. Any personal data exchanged between the University and Enrolly will be processed in accordance with the data protection addendum attached to these Terms and Conditions as Schedule 3 (“Data Protection Addendum”).

## **12. USE OF ANONYMISED DATA**

- 12.1. Enrolly shall have the right to use anonymised and aggregated data (i.e. data where the data subject is not identifiable) obtained in connection with the supply of the Products and Services for the purposes of providing the Products and Services and conducting comparative data analysis and marketing intelligence analysis and reports that may be shared with the University and other third parties under terms and conditions to be agreed with Enrolly.

## **13. USE OF THE UNIVERSITY INTELLECTUAL PROPERTY RIGHTS**

- 13.1. The University grants to Enrolly the right to use the University’s name, brand, logo and any other intellectual property rights agreed between Enrolly and the University (“University IP”) in any printed or digital media (including at Enrolly’s website and social media accounts) for the sole and exclusive purpose of promoting, marketing, selling and further developing and growing Enrolly and the Products and Services.
- 13.2. The right to use the University IP in accordance with this clause 13 shall not be subject to the confidentiality obligations set out in clause 15.

## **14. INTELLECTUAL PROPERTY RIGHTS INDEMNITIES**

- 14.1. Enrolly shall defend, indemnify and hold the University harmless against any claim made against the University that the Products and Services infringe any third party’s intellectual property rights.
- 14.2. The indemnity given under clause 14.1 is not subject to clause 16.7 and is subject to the University:
- 14.2.1. giving Enrolly prompt written notice of any such claim;
  - 14.2.2. co-operating with Enrolly in the defence and settlement of such claim; and
  - 14.2.3. giving to Enrolly sole authority to defend or settle the claim.
- 14.3. Enrolly will not be liable for any infringement of third party’s intellectual property rights if the alleged infringement is based on:
- 14.3.1. a modification of the Products and Services has been made by a third party; or
  - 14.3.2. the University’s or Authorised User’s use of the Products and Services in a manner contrary to the Contract or to the instructions given by Enrolly.
- 14.4. This clause 14 states the University’s sole and exclusive rights and remedies for Enrolly’s breaches of third parties’ intellectual property rights.

## **15. CONFIDENTIALITY**

- 15.1. Confidential Information includes:

- 15.1.1. information labelled as proprietary or confidential;
  - 15.1.2. information that is proprietary or confidential by its nature;
  - 15.1.3. information about the parties' business and affairs;
  - 15.1.4. information about the parties' researches, operations, processes, product information, know-how, technical information, designs, trade secrets, applications or software; and
  - 15.1.5. information, findings, results, data or analysis derived from Confidential Information.
- 15.2. Confidential Information does not include information that:
- 15.2.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 15.2.2. was in the party's lawful possession before the disclosure by the other party;
  - 15.2.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 15.2.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 15.3. Subject to clause 13, the parties shall not disclose any Confidential Information or make any announcement to the public about the subject matter of the Contract without first obtaining the other party's written approval. This doesn't apply if the disclosure of Confidential Information is required by law or by a regulatory body acting properly. In these cases, the party required to disclose Confidential Information will inform the other party about the request by law or regulatory body and will limit the disclosure to the information strictly required.
- 15.4. The parties also agree that a party and the Authorised Users shall not use any Confidential Information otherwise than for the purposes of complying its obligations under the Contract.
- 15.5. The confidentiality obligations set out in this clause shall survive termination of the Contract.

## 16. LIMITATION OF LIABILITY

- 16.1. The University is sole and exclusively liable for any results obtained from its and the Authorised Users' use of the Products and Services and for conclusions drawn from such use. In particular, the University shall be solely and exclusively responsible for its decision to grant or not a CAS to any student.
- 16.2. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract.
- 16.3. Enrolly shall have no liability for any damage caused by or in connection with:
- 16.3.1. errors or omissions in any information, instructions or scripts the University and/or the Authorised Users provide in connection with the Products and Services; or
  - 16.3.2. any actions Enrolly takes based on the University's direction or instruction (including granting access to the Products and Services to Authorised Users upon the University's instructions).
- 16.4. Enrolly shall not be liable for any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the University's and/or the Authorised Users network connections or telecommunications links or caused by the internet.
- 16.5. Nothing in the Contract excludes Enrolly's liability for death or personal injury caused by Enrolly's negligence or for fraud or fraudulent misrepresentation.



- 16.6. Enroly shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any (i) loss of profits, loss of business, depletion of goodwill and/or similar losses, (ii) pure economic loss, or (iii) for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract.
- 16.7. Enroly's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Contract shall be limited to the amount set out in the Order Form ("Enroly's Total Aggregate Liability").
- 16.8. The University's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Contract shall be limited to the amount set out in the Order Form ("University's Total Aggregate Liability").
- 16.9. The University shall be liable for any loss, damage, claim or demand of whatever nature incurred or suffered by Enroly as a result of or in connection with a breach or failure of any Authorised User to comply with any provision of the Contract.

## **17. TERM AND TERMINATION**

- 17.1. The Contract shall become effective on the date when it is formed in accordance with clause 3.2 and shall remain in full force and effect until the date set out in the Order Form ("Term").
- 17.2. The Contract may be terminated before the end of the Term if either party notifies the other in writing, within the notice period set out in the Order Form ("Notice Period").
- 17.3. Except for CAS Shield and the Basic Integration, the University may cancel any of the Products and Services without terminating the Contract by giving written notice to Enroly within the Notice Period. If the University cancels any Products and Services within the Notice Period, Enroly shall be entitled to 50% Fees applicable from the expiry of the Notice Period to the end of the Term in relation to the supply of the Products and Services cancelled. If the University cancels any Products and Services otherwise than within the Notice Period, Enroly shall be entitled to all Fees paid in relation to the Products and Services cancelled.
- 17.4. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other if the other party breaches an obligation set out in the Contract (including the obligation to pay the Fees) and fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 17.5. On termination of the Contract:
- 17.5.1. all licences granted under the Contract shall immediately terminate and the University and the Authorised Users shall immediately cease to use the Products and Services;
- 17.5.2. subject to the Data Protection Addendum Enroly, may destroy or otherwise dispose of any of the data the University supplied in connection with the Products and Services which is in Enroly's possession;
- 17.5.3. no later than 10 days after the termination and provided that the Fees have been paid on time, the University may request in writing for the delivery of the most recent back-up of the data supplied in connection with the Products and Services and Enroly shall use reasonable commercial endeavours to deliver it to the University within 60 days of receipt of the request;
- 17.5.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of

termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17.6. Unless the Contract terminates as a result of Enroly's giving notice under the Notice Period or Enroly's materially breaching the Contract, Enroly shall not be obliged to refund any Fees.

## **18. FORCE MAJEURE**

18.1. Neither party will be liable to the other for failure or delay in carrying out the Contract, which is caused by an event beyond their reasonable control and that they could not have foreseen, or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, deliberate damage of suppliers or sub-contractors that fail to do what they are supposed to do.

18.2. If a force majeure event lasts for more than 6 months, either party may decide to terminate the Contract, in which case Enroly may refund the University for any part of the Fees related to Products and Services which have been paid but not delivered due to the force majeure event less any costs Enroly incurred in connection with the part of the Products and Services to be refunded up to the termination date.

## **19. ENTIRE AGREEMENT**

19.1. The Contract (together with the documents referred to in it) constitute the entire agreement between the parties and supersede and extinguish all previous discussions or agreements between them, whether written or oral, relating to their subject matter.

19.2. Nothing in this clause shall limit or exclude any liability for fraud.

## **20. VARIATION AND WAIVER**

20.1. No variation of the Contract shall be effective unless it is in writing and signed by or on behalf of the parties.

20.2. A waiver of any right or remedy under the Contract or by law is only effective if it is given in writing by the party waiving such right or remedy.

20.3. A failure or delay by any party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy.

## **21. NO PARTNERSHIP OR AGENCY**

21.1. The Contract does not (i) establish any partnership, joint venture or employment between the parties, (ii) constitute any party the agent of another party, or (iii) authorise any party to make or enter into any commitments for or on behalf of any other party.

## **22. NOTICES**

22.1. Any notice required to be given under the Contract, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or by commercial courier, or sent by email to the address

set in the Order Form.

### **23. SEVERANCE**

- 23.1. If any part of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, that part shall be deemed deleted. Any modification to or deletion of a part of the Contract shall not affect the validity and enforceability of the rest of the Contract.

### **24. THIRD PARTY RIGHTS**

- 24.1. A person who is not a Party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### **25. GOVERNING LAW AND JURISDICTION**

- 25.1. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 25.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

### **26. INTERPRETATION**

- 26.1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 26.2. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 26.3. Any words following the terms including, include, in particular or for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 26.4. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

## Schedule 1 – Technical and Commercial Schedule

### CAS Shield

#### Included features

- Specialised CAS, visa and arrival management
- Automated CAS preparation and document retention and deletion
- Automated compliance workflow prioritisation and risk factor detection
- Document and data verification and assessment management tools
- Secure data and document storage (100% encrypted cloud)
- Live chat support during business hours
- Automated reminders for students / agents relating to key milestones
- Communication interface between University, students and agents
- Progress / status tracker for students and agents
- Pathway and University collaboration
- Finance planner for students
- Automated checking and correction of documents
- Unlimited staff and student users and document storage
- Additional deep screening module for high-risk students
- Student facing whitelabel branding

#### Fee

Annual licence fee

### Basic Integration

#### Included features

- csv/SFTP (one-way) (including SSH key creation) integration set up
- Regional configuration (by city, postcode, state, agent)\*
- Preconfigured workflows\*
- User account creation\*
- Pre Mapped fields for admissions / CAS requirements\*
- Staff user training\*\*
- Agent training\*\*\*

- MFA

Multi Factor Authentication - when turned on by Authorised Users (who shall not be agents) requires a code sent either to a mobile phone device or a unique time bound code provided by a device external to such Authorised Users' computer. In combination with the password, this provides an additional layer of security alongside something the Authorised User knows (ie the Authorised User's password) with something the Authorised Users have (ie the code provided by their phone)

\*from point of go live for 12 weeks, then post intake config changes permitted within CAS Shield

\*\* Training sessions at point of go live offered to all staff users. Refresher training available prior to intakes

\*\*\* Agent training managed by Enroly at point of go live and on an ongoing basis (monthly)

**Fee**

One off fee

**Advanced Integration options**

**Included features and Fees**

- API (Data in)

The University uses the Enroly published Public API to create or update students from their student management system. Enroly will undertake some basic data manipulation and inserting of reference data, however the University shall be responsible for ensuring the data fits into Enroly's requested format.

- API (Docs in)

The University uses the Enroly published Public API to send applicant documents from their student management system to CAS Shield.

- API (Data out)

Using the Enroly published Public API, the University retrieves the presigned timebounded urls to allow for downloading of the physical assets uploaded by a student or agent into the University's student management system (automatically).

- API (Docs out)

Using the Enroly published Public API, the University retrieves the data updated by the student or agent and pushes back into the University's student management system (automatically)

- SITS turnkey

A pre configured integration for SITS customers that allows data and documents to be populated in CAS Shield and data and document on approval to be passed back to SITS. A deep two way integration that is plug and play with configuration managed by the Enroly SITS development tool.

- Service Provider integration

Access point for service providers (eg QS, Uniquist, Sannam S4) to be able to access live University data securely via the Enroly platform enabling conversion management. A custom daily feed of students for a service provider that includes the link to the student and any additional meta data about the student sent via SFTP to a location of their choosing.

- SSO

Integrating with a customers Active Directory implementation that will allow users authenticated with

the University AD account to automatically be signed into CAS Shield and therefore allow administration of the University accounts with the University AD accounts rather than with CAS Shield itself.

**Fees**

Vary depending on integration type

**Calendly Integration**

**Included features**

- Ensure correct Calendly setup
- Add users to the account
- Set up staff availability
- Update staff availability
- Sync with calendar(s)
- Populate content on Calendly

**Fee**

Annual fee

**Automated Interviews**

**Included features**

- Integrated within CAS Shield
- Region-based configuration
- Variable interview questions
- Manage passed/resit/failed interviews
- Multiple rounds of interviews
- GDPR compliant video storage
- Centralised and cloud based
- Transcript of answers per question
- Interview status in dashboard
- Attach documents to interviews

**Fee**

Per student to be agreed and invoiced in advance

**Data Insights**

**Included features**

- Dashboard display that enables real time access to internal & external data insights and ability to compare and contrast any period
- Access to market trends that enable the University to compare its offers on service levels, product and pricing with that of other universities

**Fee**

Annual fee

**Automated Interview Assessment**

**Included features**

- CAS Shield Integrated
- Configurable invites
- Use of Enrolly best practice question set (randomised)
- Manage pass/fail/resit
- Transcript of answers
- Student ID confirmation
- Fraud analysis (lip sync, reading etc.)
- English language check
- Outcome assessment
- Scorecard for audit

**Fee**

Per student to be agreed and invoiced in advance

**Finance Fraud & Funding Availability Checks**

**Included features**

- Document Fraud Check
- Funds Availability Check with bank
- Bank verification letter confirming account ownership, current funding level, account contract length
- Full audit trail

**Fee**

Per student to be agreed and invoiced in advance

**Finance Compliance**

**Included features**

- Document Fraud Check
- Funds Availability Check with bank
- Bank verification letter confirming account ownership, current funding level, account contract length
- Full audit trail
- Full Finance Document Review
- Compliance Checks
- Student / Agent Engagement
- Approval / refusal

**Fee**

Per student to be agreed and invoiced in advance

**Visa Support Services**

**Included features**

- Enrolly's VISA services provide administrative support to students, who are not UK passport holders and who have received an offer to any of Your courses, in their visa application processes.
- Enrolly VISA Services also comprise the referral of the Students to qualified immigration solicitors and/or Office of the Immigration Services Commissioner ("OISC") accredited service providers that will support the Students in their visa application and the management of certain purely administrative tasks in connection with the relationship between the Students and such third-parties solicitors and/or OISC accredited service providers.
- Enrolly VISA software is embedded into CAS Shield platform.

**Fee**

Per student to be agreed and invoiced in advance

**Offer-to-arrival Outsourcing**

**Included features**

- Student Data Checks
- Exhaustive Document Review, including Finance document fraud check and funds availability (India only at time of signing)
- Exhaustive Compliance Checks
- Approval / refusal for CAS issuance
- Institution collaboration
- Visa & arrival data management
- Access to OISC regulated team for consultation



**Fee**

Per student to be agreed and invoiced in advance

**Schedule 2 – Service Levels**

1. Enrolly may amend these Service Levels at its discretion from time to time.
2. Nothing in the Contract shall mean that Enrolly warrants that:
  - the use of the Products and Services will be uninterrupted or error-free;
  - the Products and Services and/or the information the University and/or the Authorised Users obtain through the Products and Services will meet the University’s requirements; and
3. Enrolly is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The University acknowledges that the Products and Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
4. Enrolly’s Technical Support Desk system operates 09.00 – 17.30 on working days.
5. The University can access Enrolly’s Technical Support Desk via:

**Email:** [Contact@enrolly.com](mailto:Contact@enrolly.com)

**Live Chat:** Accessed via button (bottom left of screen) within CAS Shield

6. Our support services in accordance with these Services Levels are subject to the University:
  - sending Enrolly a notification (“Notification”) of the failure of the Products and Services to perform materially in accordance with the Contract (“Error”) as soon as possible by using the Technical Support Desk;
  - giving the best possible description of the nature of the Error (including Error logs if Enrolly so requests); and
  - indicating the level of urgency required to remedy the Error in accordance with the following priority codes (the “Priority Codes”, and each a “Priority Code”):

Priority 1	Critical	The problem is causing a system failure and has halted main business functions
Priority 2	Major	The problem is causing severe disruption to operations
Priority 3	Minor	The problem does not cause disruption and does not directly cause lost operability

7. The Notification must be made by the University’s personnel who have been trained on the Products and Services or other competently trained employees.
8. Enrolly reserves the right to require that the Notification shall be made by the University’s personnel prior to activation of Support Services in accordance with these Service Levels.
9. If the Notification is given over the phone or in other non-written form, the University shall as soon as possible after this verbal communication send written confirmation of details of the Error by email or by letter.
10. Enrolly reserves the right to require such written confirmation prior to activation of the Support Services.
11. Each assigned Priority Code has the following associated response and resolution times (“Response Times”), being time after entry of the Notification on the technical support desk:

Priority 1	Response within 1 working hours	Resolution within 1-3 day(s)
Priority 2	Response within 2 working hours	Resolution within 1 week
Priority 3	Response within 4 working hours	Resolution time dependant on issue and will depend on number of users being impacted

12. The Response Times are an estimate and are not guaranteed in every instance. The Response Times may be amended to such response time as Enroly and the University agree from time to time or in respect of any particular Notification.

13. Enroly reserves the right to assign in good faith such Priority Code to the Notification as it considers appropriate in all of the circumstances, and the Response Time shall be adjusted accordingly.

14. Following receipt of Notification, Enroly will inform the University:

- the call log number;
- the Priority Code agreed;
- the Response Time agreed.

15. Within the Response Time or as soon as possible thereafter given the nature and complexity of the Error Enroly shall take such steps as are reasonably appropriate to remedy the Error by utilising any one or more of the following:

- submission of written instructions for remedy of the Error, transmitted either by email, by fax or by post;
- submission of electronic files containing instructions for corrections and/or software corrections, transmitted either on a disk through the post, by email or over the internet;
- subject to agreement with the University, attendance by Enroly’s personnel at the University’s premises to determine and/or correct the Error; or
- remote dial-in access to the University’s IT System from our premises subject to agreement with the University.

16. If Enroly is unable by reason of the nature of the Error to remedy the Error within the Response Time, it will within the Response Time or as soon as possible thereafter provide to the University its best estimate of the likely period of repair ("Repair Period"), and the Repair Period shall then be substituted for the Response Time in relation to the relevant Notification.

17. If the Error cannot be remedied within the Repair Period by reason of the nature of the Error Enroly shall inform the University of any required extension of time, and such extension of time and any further extensions of time shall apply.

18. The escalation route for our contacts in ascending order of priority shall be:

- Referral to Oceane@enroly.com;
- Escalation to Modesta@enroly.com
- Final resolution with Mike@enroly.com.

19. The escalation route for the University’s contacts in ascending order of priority shall be as such route as the University inform Enroly from time to time.

**Enroly Ltd**

**Data Protection Addendum**

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This Data Protection Addendum (“Addendum”) is part of the Enroly Products and Services Terms and Conditions (“Terms and Conditions”).

## **1. BACKGROUND**

- 1.1. This Addendum sets out the terms, requirements and conditions on which Enroly will process Personal Data when providing the Products and Services under the Contract .
- 1.2. This Addendum contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

## **2. DEFINITIONS AND INTERPRETATION**

- 2.1. The following definitions and rules of interpretation apply in this Addendum.

Authorised Persons: the persons the University authorises to give Enroly written personal data processing instructions and from whom Enroly agrees to accept such instructions.

Authorised Sub-Processors: the third parties listed in Annex C to this Addendum.

Business Purposes: the supply of the Products and Services to the University in accordance with the Contract

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and Special Category Data: have the meanings given to them in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Records: has the meaning given to it in Clause 13.1.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 2.2. This Addendum is subject to the terms of the Contract and is incorporated into the Contract. Interpretations and defined terms set out in the Contract apply to the interpretation of this Addendum.

## **3. PERSONAL DATA TYPES AND PROCESSING PURPOSES**

- 3.1. For the purposes of the Data Protection Legislation, Enroly and the University agree that:
  - 3.1.1. the University is the Controller and Enroly is the Processor.
  - 3.1.2. the University retains control of the Personal Data and remains responsible for its

compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Enrolly;

3.1.3. Annex A to this Addendum describes the subject matter, duration, nature and purpose of the processing, the Personal Data categories and Data Subject types in respect of which Enrolly may process the Personal Data to fulfil the Business Purposes.

3.2. In addition and without prejudice to their rights and obligations under this Addendum, Enrolly and the University agree that the Products and Services may include tools that allow the University's students to consent to the Processing of their personal data for the purposes of allowing them to use the Products and Services.

#### **4. ENROLY'S OBLIGATIONS**

- 4.1. Enrolly will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the University's instructions.
- 4.2. Enrolly will not process the Personal Data for any other purpose or in a way that does not comply with this Addendum or the Data Protection Legislation.
- 4.3. Enrolly must promptly notify the University if, in its opinion, the University's instructions do not comply with the Data Protection Legislation. However, Enrolly's obligation to notify the University under this clause 4.3 shall not in any way mitigate or reduce the University's obligations as a Data Controller.
- 4.4. Enrolly must comply with any University written instructions requiring Enrolly to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 4.5. Enrolly will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the University, this Addendum or the Contract specifically authorises the disclosure, or as required by law, court or regulators.
- 4.6. If Enrolly is required to process or disclose the Personal Data to a third-party and unless such requirements prohibits Enrolly from giving such notice, Enrolly must first inform the University of such legal or regulatory requirement and give the University an opportunity to object or challenge the requirement.
- 4.7. Enrolly will reasonably assist the University with complying with the University's obligations under the Data Protection Legislation, taking into account the nature of the processing Enrolly does and the information Enrolly has. Enrolly's assistance will apply to the University's obligations regarding Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.
- 4.8. Enrolly must notify the University of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Enrolly's performance of the Contract or this

Addendum.

## **5. ENROLY'S EMPLOYEES**

5.1. Enroly will ensure that its employees:

- 5.1.1. are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
- 5.1.2. have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
- 5.1.3. are aware of Enroly's duties and their personal duties and obligations under the Data Protection Legislation and this Addendum.

## **6. SECURITY**

6.1. Enroly must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

6.2. Enroly must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

- 6.2.1. the pseudonymisation and encryption of personal data;
- 6.2.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- 6.2.3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- 6.2.4. a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

## **7. AUTOMATED PROCESSING, AUTOMATED DECISION-MAKING, AND PROFILING**

7.1. Enroly may Process Personal Data under this Addendum using automated and semi-automated means that will automatically allocate Personal Data to specific groups, lists etc as required in connection with the supply of the Products and Services.

7.2. Such automated and semi-automated means use Personal Data as follows:

- 7.2.1. the Data Subjects will have their Personal Data gathered either directly or indirectly by Enroly, and this Personal Data will be profiled in order that the University can make informed decisions about offers of places at the University's courses;
- 7.2.2. CAS Shield includes a 'smart form' that identifies common mistakes and potential risk factors as it collates data required by the University;

- 7.2.3. Data Subjects are informed by CAS Shield on how to correct common mistakes and prepare documents appropriately;
- 7.2.4. based on the Data Subjects' answers, the University is informed by CAS Shield of any potential risk factors.
- 7.3. The automated and semi-automated means Enroly uses simply provides the University with more succinct and tailored information. Such means do not lead to automatic decisions being taken on the University's behalf.
- 7.4. No part of any Products or Services makes automated decisions that may impact a Data Subject's enrolment status with the University. All decisions are made by the University's staff, as appropriate.
- 7.5. The University represents and warrants to Enroly that the activities described in clause 7.1 do not have a legal or similarly significant effect on Data Subjects. If they do, the University shall inform Enroly and Enroly will only conduct them if:
  - 7.5.1. the Data Subject has given their explicit consent;
  - 7.5.2. the Processing is authorised by law; or
  - 7.5.3. the Processing is necessary for the entry into, or performance of, a contract between the University and the Data Subject
- 7.6. If Special Category Data is to be Processed by automated or semi-automated means, the University shall only request Enroly to Process such Special Category Data under this Addendum where:
  - 7.6.1. the Data Subject has given their explicit consent; or
  - 7.6.2. the Processing is necessary for reasons of substantial public interest.
- 7.7. The University must provide clear information to Data Subjects explaining the logic involved in the decision-making or profiling, and the significance and envisaged consequences of the decision or decisions.

## **8. PERSONAL DATA BREACH**

- 8.1. Enroly will within 24 hours and in any event without undue delay notify the University in writing if it becomes aware of:
  - 8.1.1. the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The University will restore such Personal Data at its own expense as soon as possible.
  - 8.1.2. any accidental, unauthorised or unlawful processing of the Personal Data; or
  - 8.1.3. any Personal Data Breach.
- 8.2. Where Enroly becomes aware of any event referred to in clause 8.1, Enroly will, without undue delay, also provide the University with the following written information:



- 8.2.1. description of the nature of the event, including, if possible, the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
  - 8.2.2. the likely consequences; and
  - 8.2.3. a description of the measures taken or proposed to be taken to address the event, including measures to mitigate its possible adverse effects.
- 8.3. Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, Enrolly will reasonably co-operate with the University in handling the matter and will:
- 8.3.1. assist with any investigation;
  - 8.3.2. provide the University with physical access to Enrolly's facilities and operations affected;
  - 8.3.3. facilitate interviews with Enrolly's employees, former employees and others involved in the matter;
  - 8.3.4. make available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the University; and
  - 8.3.5. take reasonable steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 8.4. Except when required to do so by law, Enrolly will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the University's written consent.
- 8.5. The University has the sole right to determine:
- 8.5.1. whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law in the University's discretion;
  - 8.5.2. the contents and delivery method of the notice referred to in clause 8.5.1; and
  - 8.5.3. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 8.6. The University shall be exclusively liable for any determination made under clause 8.5.

## **9. CROSS-BORDER TRANSFERS OF PERSONAL DATA**

- 9.1. Except in relation to the Authorised Sub-Processors, Enrolly must not transfer or otherwise process the Personal Data outside the UK or the European Economic Area without obtaining the University's prior written consent and provided that appropriate safeguards are put in place.

## **10. SUB-PROCESSORS**

10.1. Except with the University's prior written consent, Enroly may not authorise any third party or subcontractor other than the Authorised Sub-Processors to process the Personal Data.

## **11. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS**

11.1. Enroly must take such technical and organisational measures as may be appropriate, and provide such information to the University as it may reasonably require to comply with:

11.1.1. the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

11.1.2. information or assessment notices served on the University by the Commissioner under the Data Protection Legislation.

11.2. If Enroly receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation, Enroly must notify the University in writing as soon as possible;

11.3. Enroly must notify the University within 48 hours if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

11.4. Enroly will co-operate and assist the University in responding to any complaint, notice, communication or Data Subject request.

11.5. Enroly must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the University's written instructions, or as required by the law.

## **12. TERM AND TERMINATION**

12.1. This Addendum will remain in full force and effect so long as:

12.1.1. the Contract remains in effect; or

12.1.2. Enroly retains any of the Personal Data related to the Contract in its possession or control.

12.2. Any provision of this Addendum that expressly or by implication should come into or continue in force on or after termination of the Contract in order to protect the Personal Data will remain in full force and effect.

12.3. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations under the Contract, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements.

### **13. DATA RETURN AND DESTRUCTION**

- 13.1. At the University's request, Enrolly will provide a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media compatible with the Products and Services.
- 13.2. Unless the University requests Enrolly to delete or destroy the Personal Data before that, Enrolly will retain the Personal Data for up to 2 years after the course attended by the data subject at the University ends (in line with UKVI and the Data Protection Legislation compliance) or for the duration of the Contract (whatever happens earlier). After this retention period, Enrolly will securely delete or destroy or, if directed in writing by the University, return and not retain, all or any of the Personal Data related to this Addendum in Enrolly's possession or control. Where the University does not provide Enrolly with the data confirming course end date, data will be retained for a maximum period of 7 years (6 years from the course start date plus 1 year deletion period).
- 13.3. If any law, regulation, or government or regulatory body requires Enrolly to retain any documents, materials or Personal Data that Enrolly would otherwise be required to return or destroy, Enrolly will notify the University in writing of that requirement, giving details of the documents, materials or Personal Data that Enrolly must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

### **14. RECORDS**

- 14.1. Enrolly will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including the access, control and security of the Personal Data, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in clause 6 ("Records").
- 14.2. Enrolly will ensure that the Records are sufficient to enable the University to verify Enrolly's compliance with its obligations under this Addendum Agreement and the Data Protection Legislation. Enrolly will provide copies of the Records upon the University's request.

### **15. AUDIT**

- 15.1. For the duration of this Addendum, Enrolly will permit the University and its third-party representatives to audit Enrolly's compliance with its Addendum obligations, on at least 30 days' notice.
- 15.2. Enrolly will give the University and its third-party representatives all reasonably necessary assistance to conduct such audits. The assistance may include, but is not limited to:
  - 15.2.1. physical access to, remote electronic access to, and copies of the Records and any other information held at our premises or on systems storing the Personal Data;
  - 15.2.2. access to and meetings with any of Enrolly's personnel as reasonably necessary to provide

all explanations and perform the audit effectively; and

15.2.3. inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.

15.3. The notice requirement in clause 15.1 will not apply if the University reasonably believes that a Personal Data Breach has occurred or is occurring, or that Enroly is in material breach of any of its obligations under this Addendum or any of the Data Protection Legislation.

15.4. If a Personal Data Breach occurs or is occurring, or Enroly becomes aware of a breach of any of Enroly's obligations under this Addendum or any of the Data Protection Legislation, Enroly will:

15.4.1. promptly conduct its own audit to determine the cause;

15.4.2. produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;

15.4.3. provide the University with a copy of the written audit report; and

15.4.4. endeavour its best efforts to remedy any deficiencies identified by the audit within 20 days.

## 16. WARRANTIES

16.1. Enroly warrants and represents that:

16.1.1. its employees, agents and any other person or persons accessing the Personal Data on its behalf have received the required training on the Data Protection Legislation;

16.1.2. it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;

16.1.3. it has no reason to believe that the Data Protection Legislation prevents it from providing any Products and Services to the University; and

16.1.4. considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:

16.1.4.1. the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;

16.1.4.2. the nature of the Personal Data protected; and

16.1.4.3. comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in clause 6.

16.2. The University warrants and represents that Enroly's expected use of the Personal Data for the Business Purposes and as specifically instructed by the University will comply with the

Data Protection Legislation.

16.3. The University warrants and represents that the University has all the necessary authorisations to share Personal Data with Enrolly in connection with the Contract and allow Enrolly to process such Personal Data in accordance with this Addendum.

## **17. UNLIMITED LIABILITY**

17.1. Except for the exclusion of Enrolly's liability where students share their personal data contrary to Enrolly's instructions, any limitation of liability set out in the Contract will not apply to the parties' obligations under this Addendum.

## **18. NOTICE**

18.1. Any notice or other communication given to a party under or in connection with this Addendum, must be in writing and delivered to the contact details set out in the Order Form . This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**Annex A – Details of the Processing**

**Nature and purposes of the Processing:**

Comply with the Business Purposes (i.e. the supply of the Products and Services to the University in accordance with the Contract).

Provide the University with information to make recruitment, admission and visa based analysis and decisions.

**Data Subject and Type of Data**

**Students**

<b>Personal Data</b>
Name
Date of birth
Nationality
ID and passport numbers
Contact information (including address, email and phone number)
Gender
Information about background and future plans
Academic history
Financial standing
Bank records
Visas
Travel history
Employment history
Tuberculosis test result*

IP address
Information about criminal offences
Visual personal data (where interviews are conducted)
Biometric data (for facial recognition, where interviews are conducted)*

\*Special category data

***Students' Dependents and/or Parents***

<b>Personal Data</b>
Name
Date of birth
Nationality
ID and passport numbers
Contact information (including address, email and phone number)
Gender
Information about background and future plans
Academic history
Financial standing and Bank records
Visas
Travel History
Employment history
Tuberculosis test result*

\*Special category data

**Authorised Users (as defined in the Terms and Conditions but excluding Students)**

<b>Personal Data</b>
Name
Contact information (including address, email and phone number)
IP address



### **Annex C – Authorised Subprocessors**

AWS - Amazon Web Services - which is used to host CAS Shield and is done so on AWS in the eu-west-2 region (London)

Tawk.io - is a live chat feature and used for user technical support. The only identifiable data stored is IP address of live chat user and message content. Data is stored in USA. Data deletion requests to a set timeline are available

Calendly (subject to Calendly's terms and conditions as set out in clause 10 of the Enroly Products and Services Terms and Conditions)

Video Automation Tool - using external vendor, MyInterview, for transcript processing functionality. Files are unidentifiable, encrypted and code named and stored within the EEA.

Hive Mind Solutions - for SITS Turnkey (advanced integration customers) Enroly work on a consultancy basis with Simon Thomas (ex-Tribal) to complete the SITS discovery work and complete the Turnkey integration.

Respond.io - a communication management platform that enables streamlined multi-channel messaging, and is utilised for Interview management services (Video Automation and Interview Assessment) and Visa Support. Data processed through respond.io is stored on secure servers within the European Union (EU).

Nimblexcel – employment agency providing Interview Assessment resources during peak as required by Enroly.

## Schedule of Clarifications

### CAS Shield

1. Automated compliance workflow prioritisation and risk factor detection
  - Feature Description: Provides functionality to prioritise applicant cases for review based on the completeness of submitted information and documents. The system may also highlight potential risk factors, which are presented to University staff for consideration only. The University retains responsibility for all compliance assessments and decisions.
  - Clarification notes: The workflow automatically surfaces the students who are most complete and ready for review, so your team can focus on progressing those cases first. It also flags potential risk factors, for example, study gaps, or previous immigration history, to help the CAS team make informed decisions. These flags don't make decisions for you, but they give your team early visibility of cases that may need closer attention.
  
2. Additional deep screening module for high-risk students
  - Feature Description: Provides functionality for the University to define student groups (e.g. by nationality, region, or agent) and configure application requirements, including tasks, documents, interviews, or additional evidence (such as financial due diligence). The University retains responsibility for all criteria and compliance decisions.
  - Clarification Notes: In practice, this module lets you treat different student groups differently based on risk factors. For example, you could set one journey for students from lower risk regions that requires standard documents, and another for students from higher risk regions that adds extra checks such as bank statements or proof of source of funds. You can also require interviews or custom evidence for specific cohorts. The benefit is that you can apply more rigorous checks only where needed, while keeping the process smoother for lower-risk groups.

### Basic Integration

1. From point of go live for 12 weeks, then post intake config changes permitted within CAS Shield
  - Term description: For a period of twelve (12) weeks following Go-Live, Enroly shall provide support for configuration changes. During the Initial Implementation Period, resolution times for such configuration changes shall be treated as Priority 1 in accordance with Schedule 2 (Service Levels). Following expiry of the Initial Implementation Period, configuration changes shall be treated as Priority 2 unless otherwise agreed in writing.
  - Clarification Notes: The intention of this term is the 12-week window after go-live is essentially a hypercare period. In that time, we'll handle any configuration requests quickly and directly so your team is fully supported as you embed CAS Shield. After the 12 weeks, you don't lose the ability to make changes, it just means they're processed through our normal turnaround times rather than being prioritised. In practice, the time taken to implement such changes will be dependent on having full and clear instructions from the University and the complexity of the changes requested.
  
2. Enroly shall provide the University with access to a secure test environment for the purpose of basic integration, configuration, and ongoing testing, using the University's own data where required.

## Interviews

1. Student ID Confirmation
  - Feature Description: Provides functionality to verify applicant identity to compare the applicant's image during an interview with the passport photo supplied. A matching score from 0–10 is generated. This functionality is available only with Enrolly's Interview Assessment service.
  - Clarification Notes: This feature adds an extra layer of security during interviews with a system generated check that the person attending the video interview matches the passport they uploaded by taking screenshots and comparing them. For example, if the match is high, you can be confident it's the same person; if low, you may want to investigate further.

## Data Insights

1. Enrolly confirms the licence is for unlimited staff users.
2. Enrolly confirm support for the Data Insight product is available in the same formats and business hours as the CAS Shield product.
3. Enrolly confirms the benchmarking feature within Data Insights will be available from the commencement of services. Benchmarking is based on aggregated and anonymised sector-wide data contributed by participating institutions. The University's own benchmarking data will populate cumulatively from go-live, with benchmarking data available from day one.
  - Clarification Notes: For example, after 10 days of platform utilisation the University will have access to 10 days of its own benchmarking data alongside corresponding sector-wide benchmarks. Retrospective access to University-specific data prior to go-live is not available.