
Master Subscription Agreement

Standard provider terms for Alignix Pathways

Version 1.0 · Last updated 18 June 2026

These are the standard terms on which Alignix Ltd provides access to the Alignix Pathways platform to training providers. The specific commercial terms for each provider (fees, learner seats, term) are agreed in a separate Order Form, which incorporates these terms. A provider becomes bound by these terms by signing its Order Form.

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This Agreement

This Master Subscription Agreement (the “Agreement”) is made between:

- (1)** Alignix Ltd, a company registered in England and Wales with company number 17268592, whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ (“Alignix”, “we”, “us”); and
- (2)** the organisation identified as the Provider in the relevant Order Form (the “Provider”, “you”).

Each a “party” and together the “parties”.

Background

- (A)** Alignix operates Alignix Pathways, a software-as-a-service platform that helps training providers deliver career roadmaps, challenges and related learning content to their learners.

- (B) The Provider wishes to subscribe to the Platform on the terms of this Agreement and the Order Form.
- (C) The parties have also entered into a data processing agreement which is incorporated into this Agreement as described in clause 7.

1. Definitions and Interpretation

1.1 In this Agreement, the following words have the following meanings:

“Agreement” means this master subscription agreement together with its Schedules and the Order Form.

“Authorised Learner” means an individual learner enrolled with or supported by the Provider whom the Provider authorises to access and use the Platform, up to the number of learner seats set out in the Order Form.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

“Confidential Information” has the meaning given in clause 10.

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” have the meanings given in the Data Protection Legislation.

“Data Protection Legislation” means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and all other laws applicable to the Processing of Personal Data, in each case as amended, replaced or superseded from time to time.

“DPA” means the data processing agreement entered into between the parties as referred to in clause 7.

“Effective Date” means the date set out in the Order Form or, if none is stated, the date of the last signature to the Order Form.

“Fees” means the subscription fees and any other charges payable by the Provider as set out in the Order Form.

“Initial Term” means the initial subscription period set out in the Order Form.

“Intellectual Property Rights” means patents, copyright and related rights, database rights, trade marks, trade names, designs, know-how, and all other intellectual property rights, in each case whether registered or unregistered, and all applications for and renewals of any of them.

“Order Form” means the document recording the commercial terms of the Provider’s Subscription.

“Platform” or “Pathways” means the Alignix Pathways software-as-a-service application made available by Alignix at pathways.alignix.co.uk, including its career roadmap, challenge, assessment and related features, and any updates to it.

“Provider Data” means all data, content and information uploaded to or input into the Platform by or on behalf of the Provider or its Authorised Learners, including Personal Data relating to Authorised Learners.

“Renewal Term” means each renewal period as described in clause 2.

“Subscription” means the Provider’s right to access and use the Platform during the Term in accordance with this Agreement and the Order Form.

“Term” means the Initial Term together with any Renewal Terms, as described in clause 2.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994 or any equivalent tax.

1.2 In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
 - (b) words in the singular include the plural and vice versa;
 - (c) a reference to a statute or statutory provision includes it as amended, extended or re-enacted from time to time;
 - (d) any phrase introduced by “including”, “include” or similar is illustrative and does not limit the words preceding it; and
 - (e) a reference to a clause or Schedule is to a clause of or Schedule to this Agreement.
- 1.3** If there is any conflict or inconsistency between the documents making up this Agreement, the main body of this Agreement prevails, except that (a) the DPA prevails on any matter concerning the Processing of Personal Data, and (b) the Order Form prevails in respect of the specific commercial terms it records (such as Fees, learner seat numbers and the Initial Term).

2. Commencement and Term

- 2.1** This Agreement begins on the Effective Date and continues for the Initial Term, unless terminated earlier in accordance with its terms.
- 2.2** After the Initial Term, this Agreement renews automatically for successive Renewal Terms, each equal to the renewal period stated in the Order Form (or, if none is stated, 12 months), unless either party gives the other written notice of non-renewal no later than the notice period stated in the Order Form (or, if none is stated, 60 days) before the end of the then-current term.
- 2.3** Access to the Platform is provisioned on an invite basis. Alignix will issue administrator access to the Provider’s nominated administrator following the Effective Date and receipt of the first payment due under clause 6.

3. Provision of and Access to the Platform

- 3.1** Subject to the Provider paying the Fees and complying with this Agreement, Alignix grants the Provider a non-exclusive, non-transferable, revocable right during the Term to access and use the Platform for its internal training and learner-support purposes, and to permit its Authorised Learners to access and use the Platform.
- 3.2** The Provider must not exceed the number of Authorised Learner seats set out in the Order Form. If the Provider exceeds that number, Alignix may charge for the additional seats at the overage rate stated in the Order Form (or, if none is stated, at Alignix’s then-current rate).
- 3.3** The Provider is responsible for managing its Authorised Learners’ access and is responsible for the acts and omissions of its Authorised Learners in connection with the Platform as if they were the Provider’s own.
- 3.4** Alignix may update, enhance or modify the Platform from time to time, provided that it does not materially reduce the core functionality of the Platform during the Term.

4. Alignix Obligations

- 4.1** Alignix will provide the Platform with reasonable skill and care.
- 4.2** Alignix will use commercially reasonable efforts to make the Platform available, but does not warrant that the Platform will be uninterrupted or error-free. Alignix may carry out planned maintenance and will give reasonable notice where practicable. Alignix may carry out emergency maintenance without

notice where reasonably necessary.

- 4.3** Alignix will provide support by email to its designated support address during Business Days and will use reasonable endeavours to respond to support requests within a reasonable time.

5. Provider Obligations and Acceptable Use

- 5.1** The Provider will use the Platform in accordance with this Agreement and all applicable laws.
- 5.2** The Provider warrants that it has, and will maintain, all rights, consents and lawful bases required to upload Provider Data (including Learner Personal Data) to the Platform and for Alignix to Process it, and that it has provided to its Authorised Learners all privacy notices and information required under the Data Protection Legislation.
- 5.3** The Provider is responsible for the accuracy, quality and legality of Provider Data.
- 5.4** The Provider will keep its and its Authorised Learners' access credentials secure and confidential, and will notify Alignix promptly of any actual or suspected unauthorised use of the Platform.
- 5.5** The Provider will not, and will not permit any Authorised Learner or third party to:
- (a)** resell, sublicense, rent or otherwise make the Platform available to any third party beyond its Authorised Learners;
 - (b)** copy, modify, reverse engineer, decompile or attempt to derive the source code of the Platform, except to the extent permitted by law;
 - (c)** introduce any virus, malware or other malicious code into the Platform;
 - (d)** use the Platform to build or assist in building a competing product or service;
 - (e)** use the Platform unlawfully or in any way that infringes the rights of any third party; or
 - (f)** exceed the Authorised Learner seat limit set out in the Order Form.
- 5.6** The Provider will comply with any reasonable acceptable use guidance that Alignix notifies to it from time to time.

6. Fees and Payment

- 6.1** The Provider will pay the Fees set out in the Order Form.
- 6.2** Fees are invoiced in advance. Alignix will issue invoices to the Provider, and the Provider will pay each invoice in full within the payment period stated in the Order Form (or, if none is stated, within 14 days of the date of the invoice) using the payment method stated on the invoice.
- 6.3** Access to the Platform for each subscription period is conditional on Alignix receiving cleared payment of the Fees due for that period.
- 6.4** All Fees are exclusive of VAT, which the Provider will pay at the applicable rate where chargeable.
- 6.5** If any undisputed sum is not paid when due, then without prejudice to its other rights Alignix may: (a) charge interest on the overdue amount under the Late Payment of Commercial Debts (Interest) Act 1998; and (b) suspend the Provider's and its Authorised Learners' access to the Platform on not less than 7 days' written notice until payment is received.
- 6.6** Except as expressly stated in this Agreement or required by law, all Fees are non-refundable.
- 6.7** Alignix may revise the Fees for any Renewal Term by giving the Provider not less than 30 days' written notice before the end of the then-current term.
- 6.8** The Provider will pay all sums due under this Agreement in full without set-off, counterclaim,

deduction or withholding, except as required by law.

7. Data Protection

- 7.1** Each party will comply with its respective obligations under the Data Protection Legislation.
- 7.2** In respect of Personal Data relating to Authorised Learners that is Processed through the Platform, the parties acknowledge and agree that the Provider is the Controller and Alignix is the Processor.
- 7.3** In respect of Personal Data relating to the Provider's own account, its administrators and its business contacts, Alignix is the Controller and Processes such data in accordance with its privacy policy published at pathways.alignix.co.uk.
- 7.4** The parties have entered into a data processing agreement governing the Processing of Personal Data under this Agreement (the "DPA"). The DPA is incorporated into and forms part of this Agreement by this reference. By entering into this Agreement, the Provider agrees to and accepts the DPA. If there is any conflict or inconsistency between the DPA and the remaining terms of this Agreement in relation to the Processing of Personal Data, the DPA prevails. A current copy of the DPA is available at pathways.alignix.co.uk/legal.
- 7.5** Each party will provide reasonable cooperation to the other, at the other's reasonable cost, to enable the other to comply with its obligations under the Data Protection Legislation.

8. Intellectual Property

- 8.1** Alignix and its licensors own all Intellectual Property Rights in and to the Platform. Nothing in this Agreement transfers any such rights to the Provider. The Provider receives only the limited right of access set out in clause 3.
- 8.2** The Provider owns all Intellectual Property Rights in Provider Data. The Provider grants Alignix a non-exclusive, royalty-free licence to host, copy, store, transmit and process Provider Data to the extent necessary to provide, support and maintain the Platform, and otherwise as permitted by the DPA.
- 8.3** The Provider grants Alignix a perpetual, irrevocable, royalty-free licence to use any feedback, suggestions or ideas it provides about the Platform, on an anonymised basis, to develop and improve Alignix's products and services.
- 8.4** Alignix may collect and use aggregated and anonymised data derived from use of the Platform (which does not identify the Provider or any individual) for analytics, benchmarking and product improvement.

9. AI-Generated Content

- 9.1** The Platform uses artificial intelligence to generate career roadmaps, challenges, assessments and related outputs ("AI Outputs").
- 9.2** AI Outputs are generated automatically, are provided for general guidance and informational purposes only, and may be incomplete or inaccurate. AI Outputs do not constitute professional, careers, legal, financial or other advice.
- 9.3** The Provider is responsible for reviewing AI Outputs before relying on them, and for any decision that the Provider or any Authorised Learner takes on the basis of them.
- 9.4** To the fullest extent permitted by law, Alignix gives no warranty as to the accuracy, completeness, reliability or fitness for any particular purpose of any AI Output.

10. Confidentiality

- 10.1** “Confidential Information” means any information disclosed by one party to the other that is marked as confidential or that would reasonably be understood to be confidential, including the terms of this Agreement, the Order Form, and each party’s business, technical and commercial information.
- 10.2** Each party will keep the other’s Confidential Information confidential, will use it only for the purpose of performing this Agreement, and will not disclose it to any third party except to its personnel and professional advisers who need to know it and who are bound by equivalent obligations of confidence.
- 10.3** The obligations in this clause do not apply to information that is or becomes public other than through breach of this Agreement, is independently developed without reference to the other party’s Confidential Information, is lawfully received from a third party without restriction, or is required to be disclosed by law or a regulator (in which case the disclosing party will, where lawful, give reasonable prior notice).
- 10.4** This clause survives termination of this Agreement for a period of 3 years, except in relation to trade secrets, where the obligations continue for as long as the information remains a trade secret.

11. Warranties

- 11.1** Alignix warrants that it has the right to enter into and perform this Agreement and that it will provide the Platform with reasonable skill and care.
- 11.2** Except as expressly set out in this Agreement, the Platform is provided on an “as is” and “as available” basis, and all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.3** The Provider warrants that it has the right to provide Provider Data to Alignix and that the provision and Processing of Provider Data in accordance with this Agreement does not infringe the rights of any third party or breach the Data Protection Legislation.

12. Limitation of Liability

- 12.1** Nothing in this Agreement limits or excludes either party’s liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded.
- 12.2** Subject to clause 12.1, neither party is liable to the other for any indirect or consequential loss, or for any loss of profit, revenue, business, goodwill, anticipated savings, or loss or corruption of data (save, in the case of loss or corruption of Personal Data, to the extent arising from a party’s breach of its obligations under the Data Protection Legislation or the DPA).
- 12.3** Subject to clause 12.1, each party’s total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total Fees paid by the Provider under this Agreement in the 12 months immediately preceding the event giving rise to the claim.
- 12.4** If the Order Form specifies a different liability cap, that cap applies in place of the cap in clause 12.3.

13. Indemnity

- 13.1** The Provider will indemnify Alignix against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from or in connection with: (a) the Provider’s breach of clause

5 (Provider Obligations and Acceptable Use) or its obligations as Controller under the Data Protection Legislation; or (b) any claim that Provider Data, or its Processing in accordance with this Agreement, infringes the rights of a third party or has been Processed unlawfully.

13.2 The indemnity in clause 13.1 is conditional on Alignix giving the Provider prompt written notice of the relevant claim, allowing the Provider to conduct the defence and settlement of the claim (provided that no settlement adversely affects Alignix without its consent), and providing reasonable cooperation at the Provider's expense.

14. Termination

14.1 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and, where the breach is capable of remedy, fails to remedy it within 30 days of written notice requiring it to do so.

14.2 Either party may terminate this Agreement immediately by written notice if the other party becomes insolvent, is unable to pay its debts as they fall due, enters into administration, has a receiver, administrative receiver or administrator appointed, passes a resolution for winding up, or ceases or threatens to cease to carry on business.

14.3 Alignix may suspend the Provider's access to the Platform in accordance with clause 6.5 (non-payment), or where the Provider is in serious or repeated breach of clause 5, and any such suspension will not constitute a breach of this Agreement by Alignix.

14.4 Termination of this Agreement does not affect any rights, remedies or liabilities that have accrued up to the date of termination.

15. Consequences of Termination

15.1 On expiry or termination of this Agreement, the Subscription ends and the Provider and its Authorised Learners must stop accessing and using the Platform.

15.2 All Fees accrued up to the date of expiry or termination become immediately payable.

15.3 For a period of 30 days after expiry or termination, Alignix will make Provider Data available for export by the Provider. After that period, Alignix will delete or anonymise Provider Data in accordance with the DPA, except where retention is required by law.

15.4 Clauses which by their nature are intended to survive termination, including clauses 1, 7 (to the extent relating to export and deletion), 8, 10, 12, 13 and 17, survive expiry or termination of this Agreement.

16. Force Majeure

16.1 Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay) caused by an event beyond its reasonable control. The affected party will notify the other as soon as reasonably practicable. If the event continues for more than 60 days, either party may terminate this Agreement by written notice.

17. General

17.1 This Agreement, together with the Order Form and the DPA, constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings. Neither party has relied on any statement or representation not set out in this Agreement, save that nothing limits

liability for fraud.

- 17.2** No variation of this Agreement is effective unless it is in writing and agreed by both parties, save that Alignix may revise the Fees for a Renewal Term in accordance with clause 6.7.
- 17.3** The Provider may not assign, transfer or sub-contract any of its rights or obligations under this Agreement without Alignix's prior written consent (not to be unreasonably withheld). Alignix may assign, transfer, novate or sub-contract any of its rights or obligations, including in connection with a sale or reorganisation of its business, on written notice to the Provider.
- 17.4** No failure or delay by a party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.5** If any provision of this Agreement is found to be invalid or unenforceable, it will be modified to the minimum extent necessary, or if that is not possible, deleted, and the remaining provisions will continue in full force.
- 17.6** Notices under this Agreement must be in writing and may be sent by email to the addresses set out in the Order Form (and, for Alignix, to info@alignix.co.uk). A notice sent by email is deemed received at the time of transmission, or if sent outside Business Hours, at the start of the next Business Day.
- 17.7** Nothing in this Agreement creates a partnership, joint venture or agency relationship between the parties.
- 17.8** A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 17.9** This Agreement may be executed in counterparts, including by electronic signature, each of which when executed is an original and together they constitute one agreement.
- 17.10** This Agreement and any dispute or claim arising out of or in connection with it is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Commercial Terms (Order Form)

The specific commercial terms of each Provider's Subscription, including the Subscription Fee, the number of Authorised Learner seats, the billing frequency, the payment period, the Initial Term and the renewal terms, are set out in the Order Form agreed and signed by Alignix and the Provider. The Order Form forms part of this Agreement.

This Agreement is executed by the parties signing the Order Form, which incorporates these terms and the DPA.

Data Processing Agreement

The Data Processing Agreement (DPA) between Alignix Ltd and the Provider is incorporated into and forms part of this Agreement in accordance with clause 7.4. In summary, the DPA records that the Provider is the Controller and Alignix is the Processor of Authorised Learner Personal Data; that Alignix Processes that Personal Data only on the Provider's documented instructions; the sub-processors engaged by Alignix; and that, on termination, Provider Data is made available for export for 30 days and then deleted or anonymised, except where retention is required by law.

The current version of the DPA is available here: [Data Processing Agreement](#).

Alignix Ltd · Company number 17268592 · 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ

These terms are provided for reference. The binding version is the Order Form signed by the Provider, which incorporates these terms.