ExpertEdge Publishing and Distribution Agreement

Between **Packt Publishing Limited** (trading as **ExpertEdge**) and the Licensor named in Schedule 1.

1. Parties and the Packt Relationship

1.1 **PACKT PUBLISHING LIMITED**, trading as **ExpertEdge**, a company incorporated in England under number 04759694 whose registered office is at Grosvenor House, 11 St Paul's Square, Birmingham, B3 1RB, United Kingdom (**"ExpertEdge"**).

1.2 The person named in Part 1 of Schedule 1 (**"the Licensor"**).

1.3 ExpertEdge is a trading name of Packt Publishing Limited (**"Packt"**). Packt Publishing Limited is the contracting party. Every reference in this Agreement to ExpertEdge is a reference to Packt Publishing Limited.

1.4 Packt Publishing Limited is responsible for all of ExpertEdge's obligations under this Agreement, including the payment of royalties.

1.5 ExpertEdge may exercise the Rights through the ExpertEdge platform, through Packt's own platforms and through third-party distribution partners, in each case other than the Excluded Channels.

1.6 This Agreement takes effect on the date on which the last party signs it (**"the Effective Date"**).

2. Definitions and Interpretation

2.1 In this Agreement, the following terms shall have the following meanings:

2.1.1 **"Business Day"**: a day other than a Saturday, Sunday or public holiday in the United Kingdom when banks in London are generally open for business.

2.1.2 **"Delivery Material"**: the video files, manuscript and electronic book files (such as EPUB and PDF files), cover artwork, Script (if any), Programs and any other materials for the Works that the Licensor supplied to ExpertEdge before the Effective Date.

2.1.3 **"Electronic Form"**: shall include (but not be limited to) a product sold, distributed and/or communicated to the public in, on or by means of, all and any digital, optical and magnetic information storage and retrieval platforms or systems and/or online and off-line electronic or other means of transmission (including, but not limited to, satellite or microwave transmission and the Internet) whether now known or subsequently developed.

2.1.4 **"Excluded Channels"**: the distribution channels specified in Schedule 4 which can be changed and/or updated at any time with a prior three months written consent by both parties. Excluded Channels are distribution channels only and do not limit AI Licensing.

2.1.5 **"Program"**: any computer program referred to in the Delivery Material as forming part of the Work, and including any program code or fragments of code included in the Script of the Work.

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2.1.6 **"ExpertEdge's Net Receipts"**: the actual amount of money received by ExpertEdge in England in pounds sterling, or after conversion of any foreign currency received into pounds sterling, or credited to ExpertEdge, net of any Value Added Tax or of any other taxes and net of any bank charges, handling charges, postage and packaging charges and any sums that ExpertEdge is required by law to deduct.

2.1.7 **"Publishing Manager"**: the person (if any) named in Schedule 1 Part 2 or who is subsequently appointed by ExpertEdge to edit (if applicable) and manage the publishing, licensing and distribution of the Work.

2.1.8 **"Rights"**: the right by way of licence to publish, distribute, sell, communicate to the public and make available the Works (and/or all or any parts of the Works), whether alone or in combination with any other works of any kind, together with the right to create and exploit derivative works from any sections of any of the Works, throughout the Territory during the Term in all languages in Electronic Form and by all electronic means and in all distribution channels, whether now known or subsequently developed, **other than** the Excluded Channels, together with the unrestricted right to authorise others to do all or any of the same.

2.1.9 **"Script"**: the written form of the dialogue for the Work, included in the Delivery Material, if such a document exists.

2.1.10 **"Term"**: the full period of copyright in the Work, including all renewals, reversions, extensions and revivals of such period subsisting or arising under the laws in force from time to time throughout the Territory.

2.1.11 **"Territory"**: all countries worldwide.

2.1.12 **"Works"**: the works identified in Schedule 3 and consisting primarily of video courses or books on the subjects specified in respect of each Work in Schedule 3, including any document or series of documents, illustrations, program code and products in any media that are substantially derived from, featured in or supplement the Works. The Works shall also include any further video courses or books that the parties may in the future agree in writing shall be subject to the terms and conditions of this Agreement.

2.1.13 **"AI Tools"**: software that uses machine learning or artificial intelligence, including speech-to-text services and large language models, whether operated by ExpertEdge or by a third-party provider.

2.1.14 **"Derived Materials"**: transcripts, captions, subtitles, translations, summaries, audio narrations, video adaptations, interactive and conversational versions, learning objectives, course descriptions, metadata, assessments (including questions, answers and answer explanations) and other learning materials that ExpertEdge creates from the Works, whether by people, software or AI Tools.

2.1.15 **"Instructor"**: each individual who presents, narrates or appears in the Works or is named as an author of the Works, including any person named as Instructor in Part 1 of Schedule 1.

2.2 In this Agreement, unless the context requires otherwise:

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2.2.1 words and expressions that are defined in the Copyright, Designs and Patents Act 1988 (United Kingdom) shall bear the same meanings in this Agreement;

2.2.2 words importing the singular number shall include the plural and vice versa;

2.2.3 words importing any particular gender shall include all other genders;

2.2.4 references to persons shall include bodies of persons, whether corporate or unincorporate;

2.2.5 words importing the whole shall be treated as including a reference to any part of the whole.

2.3 Any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and as including all subordinate legislation from time to time made under it.

2.4 The expression 'copyright' shall include the entire copyright, design right, rental right, right to authorise or prohibit lending, database right, right of communication to the public and distribution right subsisting now or created at any time during the Term under the laws of the United Kingdom and all analogous rights subsisting now or created at any time during the Term under the laws of each and every other jurisdiction throughout the Territory.

2.5 References in this Agreement to clauses, schedules and exhibits are to clauses of and schedules and exhibits to this Agreement, except where otherwise expressly stated.

2.6 The terms and conditions of this Agreement shall apply separately in relation to each of the Works.

3. Licence of Rights

3.1 In consideration of the payment by ExpertEdge to the Licensor of the sums referred to in clause 8, the Licensor with full title guarantee grants the Rights to ExpertEdge for the Term on an exclusive basis.

3.2 To enable ExpertEdge to exercise the Rights in languages other than English, the Licensor hereby authorises ExpertEdge during the Term to dub the soundtrack of the Works in all and any other languages or to produce different language versions of the Works by other means. ExpertEdge shall not create a synthetic version of the voice or likeness of the Licensor or any Instructor without the written consent of that person.

3.3 The parties agree to do all such things and to sign and execute all such documents and deeds in any part of the Territory as may reasonably be required in order to perfect, protect or enforce any of the rights licensed to ExpertEdge pursuant to this Agreement.

3.4 The Licensor reserves the exclusive right to publish, distribute, sell, communicate to the public and make available the Works throughout the Territory during the Term in all languages in Electronic Form in the Excluded Channels only. This reservation does not include AI Licensing. The Licensor also reserves all rights in the Works in print and in any other form that is not Electronic Form; those rights are not part of the Rights.

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3.5 **AI Processing.** The Licensor acknowledges that ExpertEdge uses AI Tools to process the Works. ExpertEdge uses them to create Derived Materials and to prepare, describe and distribute the Works.

3.6 **No Training.** ExpertEdge shall only use AI Tools under enterprise or commercial terms. Those terms must prohibit the provider from using the Works, or any input or output relating to them, to train or improve its models. ExpertEdge shall not itself use the Works to train, fine-tune or develop any AI model, except as permitted under clause 3.9.

3.7 **Derived Materials.** The Licensor authorises ExpertEdge to create Derived Materials and to exploit them under the Rights. ExpertEdge owns the copyright in the Derived Materials it creates, excluding any part of the Works they reproduce. ExpertEdge may exploit Derived Materials as part of, alongside or separately from the Works, including as products in their own right, and shall credit the Licensor as the author of the Work from which they are derived wherever practical. Revenue from Derived Materials counts as revenue from the Works under Schedule 2. When ExpertEdge removes a Work under clause 11.2, it shall also remove the Derived Materials for that Work.

3.8 **Accuracy.** ExpertEdge shall apply reasonable quality checks to Derived Materials before publication. The Licensor may ask to see the Derived Materials for any Work. ExpertEdge shall consider any corrections in good faith. The warranties in clause 7.1 and the indemnity in clause 7.2 do not apply to errors that ExpertEdge introduces into Derived Materials.

3.9 **AI Licensing.** The Rights include the right to license the Works and Derived Materials to third parties for training, fine-tuning, evaluating or otherwise developing AI models (**"AI Licensing"**). Royalties on AI Licensing revenue are payable under Schedule 2. AI Licensing revenue is often earned from licences of large collections. ExpertEdge shall allocate that revenue across the Works on a fair and consistent basis, such as by running time or length.

3.10 **Opting Out.** The Licensor may opt out of AI Licensing at any time. It can do so through its account settings on the ExpertEdge platform or by notice under clause 12.8. An opt-out takes effect 30 days after ExpertEdge receives it. It does not affect any licence that ExpertEdge granted before that date. Those licences continue for their full term, and royalties on them remain payable. The Licensor acknowledges that content supplied under an earlier licence cannot be withdrawn from models already trained on it.

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4. Delivery of the Works

4.1 **Delivery.** The Licensor confirms that it delivered the Delivery Material for each of the Works to ExpertEdge before signing this Agreement. If ExpertEdge reasonably finds that any Delivery Material is incomplete, corrupted or not of publishable quality, the Licensor shall supply replacement material promptly on request.

4.2 **Copyright permissions.** The Licensor shall at the Licensor's expense obtain from the copyright owner or owners and deliver to ExpertEdge written permission to include within the Work any material (including, but not limited to, any third party software or code) the copyright of which is not the Licensor's own. The Licensor shall notify ExpertEdge identifying all such material and ExpertEdge will assist the Licensor in obtaining the copyright permission in any reasonable manner.

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4.3 **Third-party material and AI Licensing.** The Licensor shall identify any material in the Works whose permission does not extend to AI Licensing. ExpertEdge shall exclude that material from AI Licensing.

4.4 **Processing before signature.** The Licensor consents to ExpertEdge reviewing and processing the Delivery Material, including with AI Tools, from the date the Licensor supplied it. If this Agreement is not signed, ExpertEdge shall delete the Delivery Material and any Derived Materials on request.

5. Editing of the Works

5.1 ExpertEdge reserves the right, having first notified the Licensor, to alter or remove any part of the Works as may be considered by ExpertEdge to be objectionable or actionable at law and generally reserves the right to alter, amend, add to or delete any material from the Works in any manner and to any extent that ExpertEdge considers in good faith to be for the improvement of the Works.

5.2 If ExpertEdge considers that any of the Works require editing before being published by ExpertEdge, then ExpertEdge shall notify the Licensor accordingly and the Work or Works in question shall be edited by the editor appointed by ExpertEdge.

6. Control of Publication

Except as otherwise specifically provided in this Agreement, ExpertEdge shall have the entire control of the manner and terms of publication, distribution and sale of the Works in all languages throughout the Territory during the Term.

The Works shall remain the intellectual property of the Licensor. Nothing in this Agreement shall be deemed to confer that ExpertEdge has any ownership rights in the Works and further acknowledges that no use of the Works by ExpertEdge shall bestow any right, title or interest in or to the same upon ExpertEdge beyond that expressly granted by this Agreement.

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7. The Licensor's Warranties and Indemnity

7.1 The Licensor warrants to ExpertEdge that:

7.1.1 The Licensor will identify all (if any) parts of the Works which are not the Licensor's sole original work, and with the exception of any such identified parts, the Licensor is the sole and exclusive owner of the Rights and has full power to enter into and to fully perform all of its obligations under this Agreement.

7.1.2 The Works contain nothing which is obscene, blasphemous, libellous or defamatory or which would, if published, constitute a breach of contract or a breach of confidentiality or be otherwise unlawful or which will infringe the copyright or any other rights of any third party.

7.1.3 All statements in the Works purporting to be facts are true and any recipe, formula or instruction contained in them will not cause any injury, loss or damage of any nature (whether physical, monetary or otherwise) to the person, personal rights or property of the user of the Works.

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7.1.4 The Works have undergone rigorous anti-virus and de-bugging procedures carried out by the Licensor.

7.1.5 Where any Instructor is not the Licensor, the Licensor has obtained written consent from that Instructor to the grant in clause 12.9 and to AI Licensing. The Licensor shall provide copies of those consents on request.

7.1.6 The Licensor has disclosed in writing to ExpertEdge any licence or programme under which a third party may use the Works to train AI models. The Licensor has granted no such right on an exclusive basis. The Licensor has also disclosed in writing any arrangement under which a third party holds exclusive rights to distribute the Works in Electronic Form, such as an exclusive ebook programme, and shall end any such arrangement before the Works are first published under this Agreement.

7.2 The Licensor hereby indemnifies ExpertEdge and will keep ExpertEdge fully indemnified against all losses, injury, damages and costs (including any sums paid to settle any claim) suffered by ExpertEdge arising out of any breach of any of the above warranties or out of any wrongful act on the part of the Licensor or as a consequence of any claim that the Work contains anything objectionable, libellous, defamatory, blasphemous or obscene or which constitutes an infringement of copyright or breach of confidentiality or an infringement of any other rights of any third party.

7.3 The warranties and indemnity contained in this Agreement shall survive its termination or expiry.

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8. Royalties

8.1 ExpertEdge shall refrain from making the Works available for free to any distribution channel, save ExpertEdge shall be entitled to make the Works available (a) during a free trial period across any subscription distribution channel; (b) through free preview lessons, sample chapters or sample sections for promotion; (c) through free access modes that a distribution partner offers as standard, such as course auditing; and (d) in time-limited pilots for prospective business customers.

8.2 Subject to the terms and conditions set out in this Agreement, ExpertEdge shall pay to the Licensor royalties in respect of revenue attributable to sales of the Work during the Term as set out in Schedule 2 Part 1 and shall deliver accounts in accordance with Schedule 2 Part 2.

9. Marketing and Support

The Licensor agrees to respond to a reasonable number of email requests from ExpertEdge for additional information on and amendments to the Work for the purposes of marketing and customer support after the publication of the Work.

10. ExpertEdge's Option over Updated Editions of the Works

10.1 If the Licensor updates the Works or any of them at any time during the Term, then the Licensor at that time grants to ExpertEdge the option to publish, distribute, sell, communicate to the public and make available the updated edition of the Works throughout

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the Territory for the same duration and subject to the same terms and conditions as apply under this Agreement in respect of that Work or Works.

10.2 The Licensor shall notify ExpertEdge within 30 days of an updated edition of any of the Works being completed, and ExpertEdge shall have a period of 60 days within which to notify the Licensor whether or not it wishes to exercise the option to publish, distribute and sell the updated edition of that Work.

10.3 Unless otherwise agreed in writing between the parties, if ExpertEdge notifies the Licensor that it does wish to exercise the option to publish, distribute, sell, communicate to the public and make available the updated edition of any of the Works, then the terms and conditions which apply under this Agreement in respect of the Works shall apply also in respect of the updated edition of the Work or Works.

11. Termination

11.1 Either party may terminate this Agreement by notice in writing to the other party if any of the following shall occur:

11.1.1 if the other party shall be in breach of any of its material obligations under this Agreement and, in the case of a breach which is capable of being remedied, fails to remedy the same within 3 months of receipt of notice specifying the breach and requesting its remedy; or

11.1.2 if the other party (being a company) shall go into liquidation other than a voluntary liquidation while solvent for the purposes of and followed by a reconstruction or amalgamation or (being an individual) shall have a bankruptcy order made against it; or

11.1.3 if either party wants to terminate the agreement for other reasons than stated in the points above, and have given the other party a period of six months' notice for the same.

11.2 If this Agreement is terminated under any circumstances, the Licensor acknowledges that the method of presentation, including any templates, ExpertEdge branding, and any cover design produced by ExpertEdge for the Work, remain the intellectual and confidential property of ExpertEdge and shall not be used by the Licensor if the Work is self-published by the Licensor or published by any third party. Should the Licensor terminate the agreement in line with Clause 11, ExpertEdge shall use its best endeavours to remove all content from its distribution channels within 12 months.

11.3 Any AI Licensing licence that ExpertEdge granted before termination continues for its full term. Royalties on it remain payable. The 12-month removal period in clause 11.2 does not apply to it.

12. General

12.1 **Whole Agreement.** This Agreement, together with the Schedules and any further documentation expressly agreed by both parties to form part of this Agreement, contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter. The parties confirm that they

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have not entered into this Agreement on the basis of any representations not expressly incorporated into this Agreement. Nothing in this clause shall operate to exclude liability for any fraudulent statement or act.

12.2 **Proper law and jurisdiction.** This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

12.3 **Waiver.** The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right subsequently to enforce all terms and conditions of this Agreement.

12.4 **Joint and Several.** Where the Licensor consists of more than one person, the obligations, warranties, indemnities and rights of all such persons under this Agreement shall be binding upon and granted to all such persons jointly and severally. All payments due to joint Licensors under this Agreement shall be made to them in equal shares unless and until all of the Licensors shall together instruct ExpertEdge otherwise in writing.

12.5 **Assignment.** ExpertEdge may freely assign the benefit of this Agreement.

12.6 **Moral Rights.**

12.6.1 The Licensor asserts to ExpertEdge, its assigns, its licensees and its successors in title its moral right to be identified as the author of the Works.

12.6.2 The Licensor hereby consents to the modification by ExpertEdge of the Works and to the publishing, distribution, sale, communication to the public, making available and exploitation of the Works in Electronic Form, whether as a whole or in part, whether or not modified in any way, and whether or not in conjunction with other material not created by the Licensor.

12.6.3 ExpertEdge undertakes to give credit to the Licensor as author or licensor of the Works, as appropriate, wherever practical to do so.

12.7 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.

12.8 **Notices.**

12.8.1 Any notice, consent or the like (in this clause referred to generally to as "notice") required or permitted to be given under this Agreement shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post (or by prepaid air mail if one of the parties is located in a different country to the other party) or by electronic mail or facsimile transmission at its address as set out in clause 1 or Schedule 1 or as otherwise notified in accordance with this clause.

12.8.2 Notice given personally shall be deemed given at the time of its delivery.

12.8.3 Notice sent by first class post in accordance with this sub-clause shall be deemed given at the commencement of business of the recipient on the second Business Day next following its posting, and notice sent by air mail shall be deemed given at the commencement of business of the recipient on the seventh Business Day next following its posting.

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12.8.4 Notice sent by electronic mail or facsimile transmission in accordance with this sub-clause shall be deemed given at the time of its actual transmission, provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient.

12.9 Name, Likeness and Voice. The Licensor irrevocably and unconditionally grants (and shall procure that each Instructor grants) to ExpertEdge and its licensees, assignees and successors in title the right throughout the Term in its discretion to use the name, likeness, voice and biography of the Licensor and of each Instructor in connection with the advertising, publicising and exploitation of the Works, including AI Licensing. The Licensor acknowledges that ExpertEdge is under no obligation whatsoever to use them except as otherwise specifically provided in this Agreement.

12.10 Non-employment. This agreement does not constitute an employment contract.

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Schedule 1: The Parties' Details

Part 1: The Licensor

"The Licensor" means the following person or persons:

Field	Licensor to Complete
Licensor Legal Name (Company or Individual)	
Registered or Home Address	
Country	
Email Address for Notices and Royalty Statements	
Instructor or Author Name(s) (If Different from the Licensor)	

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Part 2: The Publishing Manager

No Publishing Manager is named in this Schedule. ExpertEdge will appoint the Publishing Manager under clause 2.1.7 and will give the Licensor that person's name and email address by email.

Part 3: Payment Currency

ExpertEdge pays royalties in the currency stated below. If the box is left blank, ExpertEdge pays in pounds sterling.

Field	Licensor to Complete
Payment Currency (GBP, EUR or USD)	

Part 4: AI Licensing

The Licensor may opt out of AI Licensing (clause 3.9) by entering "Yes" below. If the box is left blank, the Licensor has not opted out. The Licensor may change this choice later under clause 3.10.

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Field	Licensor to Complete
Opt Out of AI Licensing (Yes/No)	

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Schedule 2: Royalties and Accounts

Part 1: Royalties

1. Subject to clause 8, ExpertEdge shall pay to the Licensor on all the receipts from the sales of the Work and from the sale or licence of translation rights or any other rights in the Work during the Term by ExpertEdge or by ExpertEdge's licensees **fifty percent (50%)** of ExpertEdge's Net Receipts (exclusive of Value Added Tax).

2. Where the Work or part of the Work is exploited in conjunction with any other work or forms part of a larger work or subscription service, the royalty payable to the Licensor shall be pro-rated as appropriate.

Part 2: Accounts

1. ExpertEdge shall make up accounts for the Work quarterly (3 month periods to 31st March, 30th June, 30th September and 31st December) following publication and such accounts shall be delivered to the Licensor and settled within three months thereafter, **provided** that no payment need be made in respect of any period in which the sum due is less than £75 in which case the amount shall be carried forward to the next accounting date. If the Work is published in the last month of a reporting period, it is excluded for payment but reported, and the balance carried forward to the next period.

2. All sums due to the Licensor under this Agreement (including Royalties) shall be paid in the Payment Currency stated in Part 3 of Schedule 1 as agreed between the Licensor and ExpertEdge. The exchange rate used for conversion on Royalties will be based on the average rates for that quarter and will be those published by Barclays Bank PLC (UK).

3. If any amount receivable by ExpertEdge in respect of sales of the Work by it or by its licensees shall be payable in a currency other than sterling and the remittance of such amount to the United Kingdom shall be blocked by any governmental or other authority, the same shall not be deemed to have been received by ExpertEdge until unblocked and actually received by ExpertEdge, **provided that** if any such amount or part of such amount is identifiable as being payable to the Licensor and is held by ExpertEdge in a bank account, ExpertEdge shall notify the Licensor of the amount and particulars and if so requested shall arrange for the same to be paid into a bank account in the Licensor's name and under the Licensor's control in the country concerned.

4. Any overpayment made by ExpertEdge to the Licensor in respect of the Work may be deducted from any sums subsequently due to the Licensor from ExpertEdge under this Agreement or under any other Agreement between the Licensor and ExpertEdge.

5. It is the responsibility of the Licensor to set up a bank account in a country that accepts UK payments for ExpertEdge to use to make any payments due to the Licensor.

6. ExpertEdge will be responsible for paying UK bank fees for the payments it makes to the Licensor. Non-UK bank fees for payments made by ExpertEdge to the Licensor are the sole responsibility of the Licensor.

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7. Payments are made by Packt Publishing Limited and will show Packt Publishing Limited as the payer on the Licensor's bank statement.

8. Accounts shall show AI Licensing revenue as a separate line, together with the basis of allocation used under clause 3.9.

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Schedule 3: The Works

The Works (clause 2.1.12) are the video courses and books listed below.

No.	Title (with ISBN, for books)
1	

Schedule 4: The Excluded Channels

The Excluded Channels (clause 2.1.4) are the distribution channels listed below. If the box is left blank, there are no Excluded Channels.

Field	To Complete
Excluded Channels	

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Schedule 5: Personal Data Protection Addendum

1. Interpretation

The definitions set out in the Agreement shall apply to the terms set out below. In this Addendum, "we", "us" and "our" mean ExpertEdge, "you" and "your" mean the Licensor, and "the Services" means the publishing, distribution and royalty administration that ExpertEdge carries out under the Agreement.

1.1 **"Data Protection Legislation"**: all applicable laws and regulations regarding the processing of Personal Data and privacy in the UK, including the Data Protection Act 2018, the UK GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation, including (where applicable) the General Data Protection Regulation 2016. The following terms used in this document have the same meaning as used in Data Protection Legislation: Data Controller, Data Processor, Data Protection Impact Assessment (DPIA), Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Process and Processing.

1.2 **"Information"**: means information including Personal Data.

2. Personal Data and Data Processing

2.1 **Purpose.** We may need to Process Personal Data about you which could include the following: personal identification and contact details or financial data. We will hold the Personal Data as Data Controller. We will Process Information for the purposes of providing the Services, prudent record keeping and in order to comply with our legal and regulatory obligations.

2.2 **Information.** You shall provide us with complete, accurate and up-to-date Information to enable us to provide the Services. You shall inform us of any additional Information of which you become aware that may be relevant to the Services. You warrant that you have all necessary authorisation (including under Data Protection Legislation in regards to Personal Data) to supply such Information and that its provision does not infringe the rights of any third party. You shall not be entitled to assume that information provided to us in another context will be taken into account for the purposes of providing the Services.

2.3 **Our Confidentiality Obligations.** All our people and sub-contractors are subject to contractual confidentiality obligations in respect of Information relating to our licensors. We shall keep all Information created or received in connection with the Services and this Agreement confidential and shall not (without any consent) disclose it to any third party nor use it for purposes other than in connection with providing the Services and efficient administration of our licensor relationships. This obligation shall not apply to information that is:

(a) Published or is in the public domain otherwise than due to a breach of this Agreement;

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(b) Lawfully known to us before commencement of the Services;

(c) Lawfully obtained by us from a third party who is free to divulge that information;

(d) Required to be disclosed to our professional advisors, auditors or insurers, including in the event of any litigation or complaint; or

(e) Required to be disclosed by law, the courts or any legal or regulatory authority.

2.4 **Information Sharing.** Some of your Information may be shared with related parties of Packt Publishing Limited on a confidential basis and subject to the same level of data protection obligations as apply between you and us. Our sub-contractors include providers of AI Tools and transcription services. Unless the Licensor has opted out of AI Licensing, recordings of an Instructor's image and voice may be supplied to AI licensees under clause 3.9. We will apply the same safeguards to those transfers. Not all sub-contractors are located within the United Kingdom or the European Economic Area (EEA). Therefore, Information may be transferred outside the United Kingdom and the EEA. You consent to such transfers, provided that we ensure appropriate safeguards, as required by Data Protection Legislation, are in place before any transfer.

2.5 **Professional Files.** We will be entitled to make and retain copies of any documents or material prepared by us or on our behalf or supplied to us for the purposes of this Agreement, where it is necessary to do so for the purposes we agree with you. Following this, they shall be disposed of in a secure manner.

2.6 **Data Security.** We have implemented appropriate technical and organisational measures to protect Personal Data and to comply with Data Protection Legislation. Even with such measures in place, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data cannot always be prevented. We will inform you of any Personal Data Breach concerning information you have provided to us without undue delay and in any case within 24 hours of our becoming aware of it, and will assist you with dealing with any Personal Data Breach that is our responsibility.

2.7 **Data Subjects' Rights.** Upon request, we will provide you with reasonable assistance to help you respond to any Data Subject exercising their rights under Data Protection Legislation. This includes responding to Data Subject Access Requests. If we receive any direct communication from a Data Subject seeking to exercise their rights we will inform you without undue delay.

2.8 **DPIAs and Inspections.** We will provide all reasonable assistance if you undertake a DPIA and we will provide all evidence reasonably necessary to demonstrate our compliance with Data Protection Legislation. We will allow and contribute to reasonable audits you conduct of our Processing of Personal Data in relation to the Services, including, upon reasonable written notice, allowing inspections by you or a third party on your behalf (subject to them providing confidentiality undertakings to our reasonable satisfaction).

2.9 **Written Instruction.** Where we act solely as a Data Processor we and our people shall do so accordingly to your written instruction. If we believe such instruction infringes Data Protection Legislation or other applicable law, we shall immediately inform you.

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3. Other Matters

3.1 **Entire Agreement.** The terms set out in the Agreement will continue to apply save to the extent that the Addendum expressly replaces them. In the event of any conflict between the terms of this Addendum and the remaining sections of the Agreement, the terms of this Addendum shall prevail in respect of data protection matters.

SAMPLE - NOT FOR SIGNATURE

ExpertEdge is a trading name of Packt Publishing Limited, registered in England under number 04759694.

Signatures

Signed by the parties' authorised representatives. This Agreement takes effect on the date of the last signature.

Duly Authorised for and on Behalf of the Licensor

Field	Licensor to Complete
Signature	
Name of Signatory	
Date	

Duly Authorised for and on Behalf of ExpertEdge (Packt Publishing Limited)

Field	ExpertEdge
Signature	
Name of Signatory	Oli Huggins
Position	CEO, ExpertEdge (a trading name of Packt Publishing Limited)
Email Address	oli@expertedge.org
Date	

SAMPLE - NOT FOR SIGNATURE

ExpertEdge is a trading name of Packt Publishing Limited, registered in England under number 04759694.