

# **Agreement Overview**

## LearnWise

## LearnWise Al

#### Learnwise Software International BV

Available to purchase until 29/02/2028

LearnWise AI is the AI-powered support platform built for further and higher education. Available 24/7, it integrates seamlessly across LMS, student portals, and IT systems, providing instant, verifiable assistance for students, faculty, and staff. Unlike generic AI, LearnWise is purpose-built for universities, ensuring secure, compliant, and scalable support. Institutions using LearnWise have already seen a 30% reduction in support tickets, cutting costs while improving student engagement. Whether streamlining enrolment, IT, or academic queries, LearnWise adapts to an institution's digital ecosystem, working across all departments to enhance student success.

## **Key Facts**

#### **Benefits**

· Discounted licensing through Jisc

- · Support included free of charge
- · Discounted pilot option available
- Specific consideration for FE licensing

### Important dates:

Agreement start: 1 March 2025

Agreement end: 29 Feb 2028

Invoice date: annually three months in advance of the anniversary of the licence start date.

### Licence Type

Site

#### Commitment Period

Institutions may participate in the Agreement at any time during the agreement period, and are bound by its Terms and Conditions, including payments, until the end of the institutions three year licence subscription.

#### Eligible Institutions

Higher and Further Education and Research Councils in the United Kingdom, and to Universities and Colleges of Further Education in the Republic of Ireland. Other organisations supporting education, including research bodies and the public sector, may ask to participate in the Agreement. Chest will liaise with the Supplier about any such requests.

### **Background Information**

Jisc collaborated with Learnwise, to run a successful pilot, with 15 colleges and universities participating from October to December 2024. Further information can be found here: **Announcing the launch of the LearnWise Al assistant pilot on ExploreAl - Artificial intelligence** 

## **Product Information**

## Supplier Details

Learnwise Software International BV, Kraanspoor 50, 1033 SE, Amsterdam, Company number: 90064011

## **Product Description**

LearnWise Al: The Al-Powered Support Platform

• LearnWise AI enhances student support with 24/7, multilingual assistance, integrating seamlessly across VLE, student portals, Enterprise Content Management, IT systems, and help desks to streamline operations and improve student engagement.

## **Key Features**

- Al-Powered Student Assistance Provides instant answers to academic, administrative, and IT queries while escalating complex issues to human support when needed using up-to-date, cited institutional resources.
- Seamless VLE & Portal Integration LearnWise integrates with platforms used by educational institutions globally: more notably, across Moodle, Canvas, Blackboard, Microsoft Teams, Google Classroom, MyDay, CampusM, Sharepoint, and other platforms to deliver personalised, context-aware support.
- Automated Support Workflows Smart routing connects students with the right department, reducing support tickets by 30%+ and improving response times whilst integrating with systems for escalation and ticket routing, including: TopDesk, ServiceNOW, SalesForce, FreshDesk, HubSpot, and many more.
- Study Mode & Academic Assistance Enables students to gain insights like "when is my next assignment" and engage with course materials to generate flashcards, multiple choice quizzes, role-plays and test their knowledge in other ways within their VLE.
- Real-Time Insights & Analytics Tracks student queries, identifies common challenges, and helps institutions continuously optimise
  resources.

## Service and Support

#### **Trials**

Paid pilots are an option listed under Products and pricing. For information on short term testing trials, please contact hi@learnwise.ai

### Description of service offerings

- · Annual software licensing, hosting, and Al system management for institution-wide Al-powered student support
- Unlimited channels for Al assistant deployment, including VLE, websites, student portals, and mobile apps
- Unlimited users, ensuring accessibility across the entire institution
- White-glove use case consultancy, providing tailored Al implementation support
- Access to all available integrations, including third-party LTI tools, ticketing systems, and VLE platforms, with additional LTI implementation support available
- Unlimited Al assistants and placements, allowing institutions to scale support seamlessly
- · Premium support consultancy, including bi-weekly updates, expansion planning, and status meetings with dedicated agents
- Emergency support available for critical issues
- **Bi-semester institutional impact reports**, providing mid-semester and end-of-project insights on Al-driven student engagement and support outcomes

#### **Product Documentation**

You can access Learnwise documentation at https://help.learnwise.ai/

### **Technical Support**

Tech support contact details: contact Learnwise at support@learnwise.ai

All training on the admin dashboard functionality when using LearnWise Al is delivered personally by the Learnwise implementation team.

## System releases, new versions and functionality

You can access our Roadmap, Changelog & customer requests to learn more about all product updates and planning.

## **Useful Resources**

#### LearnWise Al

Click the video below from LearnWise that will cover some of the various product benefits:



#### JISC AI Pilot

The Jisc AI pilot with LearnWise was a collaborative initiative involving 15 UK education institutions, aimed at testing how Al-powered chatbots could enhance student and staff support. Running from August to December 2024, the pilot allowed institutions to deploy LearnWise assistants across various platforms, like their VLEs and websites, to provide 24/7, contextual responses based on their own resources. The project focused on improving access to support services, reducing staff workload, and exploring readiness for generative Al adoption. Feedback highlighted strong student engagement, ease of setup, and valuable insights into institutional support gaps.

You can read more about the Pilot here.

The end of pilot report is also available here.

## Whitepapers

You can read more around LearnWise in the following whitepapers:

- LearnWise Info Sheet Global
- What Makes Learnwise Unique?

#### Book a Demo

If you'd like to book a demonstration for your institution, you can do so here.

## **Terms and Conditions**

Licensor: Learnwise Software International BV, Kraanspoor 50, 1033 SE, Amsterdam, Company number: 90064011

The Chest Order, together with the Licence Terms and Conditions, and any exceptions listed below, create a legally binding contract between your institution, organisation or company and the Licensor. Therefore please read the terms and conditions carefully and only submit a Chest Order if its terms and conditions are acceptable to your institution, organisation or company and you have the authority to make the financial commitment shown.

## Licence Type

This licence is subject to the terms and conditions for the **Standard Software as a Service (SaaS) Licence (July 2024)** This agreement contains small variations to these terms and conditions which are available at the bottom of this page under the heading 'Exceptions to Terms and Conditions Content'.

## **Payment Terms**

Chest is an Enterprise of Jisc. All Purchase orders must be made out to JISC, One Castlepark, Tower Hill, Bristol, BS2 0JA Payments are due within thirty days of invoice date; recipients of late payments are entitled to interest in accordance with UK statutory provisions.

On receipt of a completed order, sites will be invoiced for the first year of their agreement. For each subsequent year, sites will be invoiced 3-months in advance of their licence anniversary date. Invoices are payable within 30 days of the date of the invoice.

#### Other Location and Use Permissions

The product(s) may be used by any Authorised User of the Licensee for Educational Purposes which includes the administration and management of the licensee's educational and research operations. These permissions are described in the terms and conditions for the Standard Chest Licence for Software.

## Exceptions to the Terms and Conditions

An additional term 8.4 is added to Term 8 (Liability). This additional term reads: "The Licensor's obligations under this Clause 8.2 shall not extend to any claim or action to the extent that it arises from: (i) User-Uploaded Content; (ii) External Content; or (iii) any use of the Software in a manner not in accordance with this Licence Agreement. 'User-Uploaded Content' means any content uploaded to the Software by the Licensee or any Authorised User. 'External Content' means any User-Uploaded Content accessed or used within the Software that originates from a third-party source and is not owned or controlled by the Licensor."

An additional term 2.5 is added to term 2 (Licence Grant). This additional term reads: "Licensees and Authorised Users are also subject to the LearnWise Fair Usage Policy, available at trust.learnwise.ai or upon request. Further, and subject always to term 4.2 of this Licence Agreement, the Licensee agrees to ensure that all Authorised Users are made aware of and comply with this policy. More about this policy: Learnwise Acceptable Usage Policy

#### **REVISED SCHEDULE 3**

Schedule 3: The Order; and Variations to the Terms and Conditions of the Standard Jisc Licence for Software as a Service available on the Chest Platform; and Data Protection arrangements between the Licensee and Licensor. 1 An Order is a request for Software as a Service. Orders will be submitted via Jisc's Chest platform and electronic online ordering system. An Order will show, inter alia: (a) details of the institution placing the order; (b) names and contact details of administrative, technical and finance contacts within the ordering institution; (c) details of the Software being ordered (for example, quantity, currency, and Fees); (d) the requested start date of the Licence being ordered; (e) the length of term of the Licence being ordered. 2 The Order will also state, inter alia, that: (a) all terms contained on a PO are expressly rejected and do not form part of the Licence or vary the Licence terms in any way; (b) the Order, together with the Licence Terms and Conditions, creates a legally binding contract between Licensee and Licensor; (c) Jisc Services Ltd will invoice Licensee on receipt of the Order, and for subsequent years of a full three-year term, will invoice Licensee three months in advance of the start of each annual term; (d) if the Licensee has a "no PO, no pay" policy, valid POs must be provided to Jisc Services Ltd to cover subsequent License Terms at least three months in advance of the anniversary of the Licence Commencement Date, when invoices are scheduled to be raised; (e) the use of the licensed Software for the administration and management of the Licensee's educational and research operations is permitted; (f) home use by Staff and Students is permitted. 3 Variations to the Terms and Conditions of the Standard Jisc Licence for Software as a Service available on Jisc's Chest Platform are set out here: (a) An additional term 8.4 is added to Term 8 (Liability). This additional term reads: "The Licensor's obligations under this Clause 8.2 shall not extend to any claim or action to the extent that it arises from: (i) UserUploaded Content; (ii) External Content; or (iii) any use of the Software in a manner not in accordance with this Licence Agreement. 'User-Uploaded Content' means any content uploaded to the Software by the Licensee or any Authorised User. 'External Content' means any User-Uploaded Content accessed or used within the Software that originates from a third-party source and is not owned or controlled by the Licensor." (b) An additional term 5.5 is added to term 5 (Licensor Responsibilities). This additional term reads: "Notwithstanding term 5.2, the Artificial Intelligence Addendum (AIA) is

incorporated into this Agreement and forms part of the Licensor's responsibilities to the Licensee." The Artificial Intelligence Addendum is set out in Schedule 7 to this Amendment. 4 Data Protection arrangements between the Licensee and Licensor are set out here: For the purposes of the Licence Agreement, the Licensee shall be deemed the Data Controller and the Licensor the Data Processor. The Data Processing Agreement (DPA) set out in Schedule 6 below is hereby incorporated into the Licence Agreement and shall govern all processing of personal data carried out by the Licensor on behalf of the Licensee in connection with the services provided under the Licence Agreement. 5 Notes All quoted Fees are denominated in Euros (€s). All prices exclude VAT, which shall apply at the appropriate rate. Payments are due within thirty days of invoice date. Recipients of late payments are entitled to interest in accordance with UK statutory provisions

#### Schedule 6: Data Processing Agreement (DPA)

This Data Processing Agreement (DPA) forms part of the Licence Agreement between: LearnWise Software International BV (Processor or LearnWise), with registered office at Kraanspoor 50, 1033 SE Amsterdam, Netherlands, and The Customer as identified in the applicable Order (Controller) Each a Party and together the Parties 1. SCOPE AND PRECEDENCE 1.1 This DPA applies to the Processing of Personal Data by LearnWise on behalf of the Customer in the course of providing the Services. 1.2 Unless otherwise defined in this DPA, capitalised terms have the meanings given in the Licence Agreement. 2. DEFINITIONS 2.1 Customer Data means Proprietary Information of the Customer and includes non-public data provided by the Customer to LearnWise to enable the provision of the Services. 2.2 Files means any information, including Customer Data, commercial data, technical information, and usage data. 2.3 GDPR means both (i) the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the UK GDPR), and (ii) the General Data Protection Regulation (EU) 2016/679 (the EU GDPR), as applicable to the processing activities under the Licence Agreement. 2.4 Personal Data has the meaning given in Article 4 of the GDPR. 2.5 Processing has the meaning given in Article 4 of the GDPR. 2.6 Proprietary Information means any business, technical or financial information relating to a Party. Proprietary Information of LearnWise includes non-public information regarding the Service's features, functionality and performance. Proprietary Information of the Customer includes the Customer Data. 2.7 Other definitions align with Section 1 of the Licence Agreement. 3. PROCESSING OF PERSONAL DATA 3.1 Regional Processing • All data processing occurs in the Controller's primary region (EU, UK, or US) • EU customer data is processed in AWS Dublin • UK customer data is processed in AWS London • US customer data is processed in US AWS regions • For customers with users in multiple regions, data is processed in the customer's primary business region 3.2 Processing Authority • LearnWise processes Personal Data solely on documented instructions from the Controller • Processing is limited to the scope necessary for Service provision as defined in the Licence Agreement 6 • No processing for LearnWise's own purposes except as follows: o LearnWise shall have the right collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and LearnWise will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other LearnWise offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business 3.3 Al Processing • LearnWise uses enterprise-grade Al providers (such as OpenAl and Anthropic) through secure AWS or Azure endpoints • All Al processing remains within the customer's designated region • No training of Al models occurs on customer data • Al processing follows confidentiality requirements outlined in Section 4.2 of this DPA 3.4 Compliance with Instructions • LearnWise shall immediately inform the Controller if, in its opinion, an instruction from the Controller infringes the GDPR or other applicable Union or Member State data protection provisions. 3.5 Compliance with Data Protection Laws • LearnWise shall comply with all applicable data protection laws, including but not limited to the GDPR, in its processing of Personal Data under this DPA. LearnWise shall implement and maintain appropriate technical and organisational measures to ensure compliance with these laws and shall reasonably assist the Controller in fulfilling its obligations, including responding to data subject rights requests and conducting Data Protection Impact Assessments, insofar as this is possible taking into account the nature of the processing and the information available to LearnWise. 4. SECURITY AND CONFIDENTIALITY 4.1 Security Measures • Compliance with security provisions in the Licence Agreement • Regular security assessments and monitoring • Access controls as specified in Annex B 4.2 Confidentiality • Each Party (the Receiving Party) understands that the other party (the Disclosing Party) has disclosed or may disclose Proprietary Information relating to the Disclosing Party's business. The Receiving Party agrees: o to take reasonable precautions to protect such Proprietary Information, and o not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information • The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document: 7 o is or becomes generally available to the public, or o was in its possession or known by it prior to receipt from the Disclosing Party, or o was rightfully disclosed to it without restriction by a third party, or o was independently developed without the use of any Proprietary Information of the Disclosing Party or o is required to be disclosed by law • All personnel bound by written confidentiality agreements • Sub-processors subject to equivalent obligations 5. SUB-PROCESSORS 5.1 Appointment • Current sub-processor list maintained at http://trust.learnwise.ai/ • 30-day advance notice of changes via trust@learnwise.ai • Right to object to new sub-processors within 30 days 5.2 Sub-processor Obligations • Written agreements including data protection obligations • Regular monitoring and compliance verification • LearnWise remains fully liable for sub-processor compliance 6. DATA SUBJECT RIGHTS 6.1 Support Obligations • LearnWise assists Controller with data subject requests • If the Customer provides Files to the Service or via other types of electronic communications to LearnWise, the Customer approves LearnWise's processing of the Files • LearnWise guarantees that all Files will be used only for data processing purposes by the Service, and any third party will not have any access to the Customer's Files without the Customer's additional permission • Technical tools provided for data access and deletion 6.2 Direct Requests • Data subjects directed to Controller • No direct response without Controller approval 7. PERSONAL DATA BREACHES 7.1 Notification • Within 24 hours of breach detection, relating to data breaches • Notification to designated security contact 8 • Details of impact

and mitigation measures 7.2 Response • Immediate containment measures • Investigation and root cause analysis • Regular status updates to Controller 8. AUDITS AND COMPLIANCE 8.1 Audit Rights • Annual audit right with 30 days notice • Access to security documentation • Cooperation with regulatory authorities 8.2 Certifications • LearnWise is certified and aligned with the SOC 2 and ISO 27001 frameworks. Reports and certifications are available at http://trust.learnwise.ai/ • Regular compliance updates • Third-party audit reports available upon request 9. TERM AND TERMINATION 9.1 Duration • Coterminous with the Licence Agreement • Subject to termination provisions in Section 9 of the Licence Agreement 9.2 Data Return/Deletion • 90-day retention period after Licence Agreement termination • Data returned or deleted per Controller's choice • Deletion certificate available upon request 10. LIABILITY AND INDEMNIFICATION 10.1 Liability provisions align with Section 8 of the Licence Agreement, except where mandatory data protection laws require otherwise. 10.2 Indemnification obligations follow Section 7 of the Licence Agreement. 11. GOVERNING LAW 11.1 This DPA is governed by English law and subject to the exclusive jurisdiction of the English courts, in accordance with the governing law provisions of the Licence Agreement

#### Schedule 7: Artificial Intelligence Addendum (AIA)

This Al Addendum ("AIA") forms part of the Terms and Conditions of the Standard Jisc Licence for Software as a Service available on Jisc's Chest Platform ("Agreement") between: LearnWise Software International BV ("LearnWise"), with registered office at Kraanspoor 50, 1033 SE Amsterdam, Netherlands, and The Customer as identified in the Jisc/Chest Order Form ("Customer") Each a "Party" and together the "Parties" 1. Scope 1.1 This AIA applies to the use of Artificial Intelligence by LearnWise in the course of providing the Services. 1.2 Unless otherwise defined in this AIA, capitalized terms have the meanings given in the Agreement. 2. Definitions 2.1 "Artificial Intelligence" or "AI" means and refers to the services of LearnWise that leverage enterprise-grade Large Language Models ('LLMs'), machine learning algorithms, natural language processing systems, and automated decision-making tools for output/message generation, content analysis, and educational support upon a user query. Al includes but is not limited to GPT-based models, transformer architectures, and any automated systems that simulate human cognitive functions. Ali s only used by LearnWise to generate output/messages based on sources the Customer defines in the LearnWise platform and approved training datasets. 2.2 "Services" has the meaning given to "Software" in the Agreement. 3. Services 3.1 LearnWise will ensure: a) The Customer's use of the Al in the Services, including any outputs, in accordance with the Agreement, will not violate any applicable law or any third-party intellectual property rights, contractual or other rights. LearnWise warrants that its Services do not infringe any third-party intellectual property rights and agrees to indemnify the Customer against any claims of intellectual property infringement arising from the use of the Services, provided that the Customer has used the Services in accordance with the terms of this Agreement. b) Customer Data is not used to train or improve its own or third-party Al models except with separate specific written agreement from the Customer for customer-specific use cases and projects. c) There is regular testing to monitor the accuracy, safety and robustness of the Al component within the Services (given its intended purpose), including bias testing, performance assessments, and third-party security audits. Test results and remediation plans shall be made available to the Customer upon request. 17 d) It implements systematic measures to identify, assess, and mitigate unlawful and unfair bias from Al outputs through automated monitoring tools, human oversight, and regular algorithmic audits. LearnWise will notify the Customer promptly, and in any event within 48 hours, if it becomes aware of any unlawful or unfair bias in outputs, and implement corrective measures within 30 days or as otherwise agreed with the Customer; e) It takes a technically grounded approach to mitigate and minimise the occurrence, and risk of, discrimination, errors, hallucinations, unintended results and other issues affecting the accuracy of the outputs of the AI; f) The AI utilized by LearnWise to provide the Services complies with all Applicable Law (which shall mean any binding court order or judgment, and any law, regulation, mandatory industry code, policy and guidance enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority), including UK Data Protection Laws, the EU AI Act (if applicable), UK Al governance framework, and the UK Information Commissioner's Office guidance on mitigating unfair bias. 3.2 LearnWise may update, modify, or enhance the Al algorithms, models, and features of the Services from time to time. Such updates shall be deployed automatically and shall not materially degrade the performance or functionality of the Services. LearnWise shall provide the Customer with reasonable advance notice of significant Al model changes that may affect system behaviour. 3.3 LearnWise warrants that its Al Services comply with applicable laws and regulations regarding artificial intelligence, including but not limited to data protection, algorithmic transparency, and non-discrimination requirements. LearnWise shall maintain appropriate documentation regarding Al model training, bias testing, and performance metrics as reasonably required for regulatory compliance. 3.4 Upon termination or expiration of this Agreement, LearnWise shall provide a transition period of ninety (90) days during which the Customer may export or migrate their data from the Al Services. LearnWise shall provide reasonable assistance and documentation to facilitate such data migration at no additional cost. 3.5 Following the transition period, LearnWise shall securely delete all Customer Data, including any Al training data, models, or outputs derived from the Customer's use of the Al Services, within ninety (90) days. LearnWise shall provide written certification of such deletion upon request