

Corporate and Institutional Licence Agreement (Template)

Team seats for companies, centres and schools, with progress reporting

Version 1.1 · Effective 28 October 2026 · Audience: B2B customers (individual agreement, signed)

Status: Published version 1.1, in force from 28 October 2026. The Uzbek text prevails over translations. This is a negotiable template; a signed Order and any agreed Schedule take priority over it on points they expressly change.

This is a negotiable template for business customers (IT firms, banks, agencies, learning centres, schools). Business customers are not "consumers", so statutory consumer terms do not apply, but the learner-employee's own privacy rights do. It governs access bought by a Customer for its own employees or students; it does not apply to a Course bought by an individual for themselves, which is governed by the Public Offer.

Corporate and Institutional Licence Agreement

Date: as stated in the signed Order. Agreement No.: as stated in the signed Order.

Supplier: Rahimov Feruz Furqat o'g'li, individual entrepreneur (YaTT) (and any Successor), TIN 30212931010013, address Mevazor 4/11, Kogon district, Bukhara region, Republic of Uzbekistan, e-mail info@edly.uz, telephone +998 77 767 43 28 ("Edly").

Customer: as named, with its TIN (STIR), address and authorised representative, in the signed Order ("Customer").

1. Subject

1.1 Edly grants the Customer a non-exclusive, non-transferable right for the Customer's employees or students listed in the Order ("Users") to access the Courses in the Order for the Access Period, and provides progress reporting and support as described.

1.2 Order: a document signed by both parties (or accepted in writing, including by e-mail) stating the Courses, number of seats, price in UZS (total and per seat), Access Period, start date and reporting schedule. This Agreement applies to every Order the parties sign; each Order is a separate commitment.

1.3 The Courses are educational (ma'rifiy) information and training services, provided within the activity for which Edly is registered (OKED 85.59.0). Making Courses available to the Customer's employees or students does not make Edly a licensed educational institution and does not entitle the Customer to describe its own programme as accredited, certified or state-recognised because it uses Edly.

2. Seats and users

2.1 A seat is for one named User at a time. A seat may be reassigned once per 30 days (for leavers). No sharing of accounts. Users must accept the Terms of Use and Community Rules.

2.2 The Customer is responsible for its Users' compliance and for ensuring each User is an adult with capacity, or a student for whom the Customer has the legal basis and consent required (schools must obtain parent consent for under-18 students).

2.3 Where a User is under 18 (for example a school's students), the Customer confirms it has the legal basis and parental consent the Parent and Guardian Terms require, and will tell parents that the organisation can

see the student's progress report under clause 4. The AI Use Policy, Community Rules and Child Safeguarding Procedure apply in full to every User, including minors, in the same way as to an individual Learner.

3. Price, invoicing and taxes

3.1 The price is stated in UZS. Edly issues an invoice and fiscal documents. Payment is by bank transfer within 10 banking days of the invoice, 100% in advance unless the Order states instalments. Prices do not include VAT unless the Order states otherwise; VAT is added if and when Edly becomes a VAT payer. Late payment: penalty of 0.1% per day of the overdue sum, capped at 10% (within the limits of law). Edly may suspend access for payment more than 14 days overdue.

3.2 The price paid under an Order is the Customer's own commercial arrangement with Edly; it is not a payment to any Mentor, and the Customer receives no rights in Course Materials beyond this Agreement. Edly pays Mentors a Royalty out of this price under the Author's Licence Agreement (M-02), clause 7.3: an Order is treated as a bundle and allocated across its Courses by their standard list prices.

4. Reporting and personal data

4.1 Edly gives the Customer's authorised HR/administrator a progress report: login, lessons completed, quiz results, completion and certificates, for its Users only. The report does not include AI-chat contents, private messages or sensitive data.

4.2 Roles. For the Users' learning data, Edly is the operator. For sharing the progress report with the Customer, Edly relies on the User's notice and consent collected at onboarding (a message stating that the employer/school will see the progress report), or another lawful basis the Customer confirms in writing. The Customer is the operator for its own HR data it provides to Edly (names, work e-mails), and gives Edly a written instruction to process it for this Agreement.

4.3 Each party will comply with the Law on Personal Data and keep appropriate security. Edly's sub-processors and transfer safeguards are listed in the Privacy Policy. Breach notification between the parties: within 24 hours of becoming aware.

4.4 After the Agreement ends, Users' personal accounts remain theirs (if they created them), and Edly deletes or returns the Customer's HR data, except as required by law.

5. Intellectual property and restrictions

5.1 All Courses and the Platform remain the property of Edly and its Mentors. The Customer may not copy, record, resell, white-label (unless a white-label licence is agreed), or use Courses for AI training, or provide access to non-Users. The Customer does not receive ownership of, or a licence beyond this Agreement to, any Course Materials; Mentors keep their rights under the Author's Licence Agreement.

5.2 White-label or co-branded cohorts, when agreed, are in a separate schedule specifying brand use, revenue share, support, and who is the "seller" to end users.

5.3 The Customer will ensure that its Users accept the Terms of Use and keep Course content confidential as set out in clause 5.4 of the Terms of Use. The Customer will not upload, copy or share Course content in its own intranet, learning-management system, file storage, chat or e-mail groups, training materials or internal AI tools, or on any other internal or external platform outside the Platform. Users may describe in their own words what they learned.

6. Service levels

6.1 Edly targets 99% monthly availability of the Platform excluding maintenance and events outside Edly's control; support within 2 working days. Sole remedy for failure to meet targets: extension of Access Period for the affected time or a proportional credit.

7. No guarantee

7.1 Edly does not guarantee results for Users (jobs, scores, promotions, income). The Customer is responsible for decisions about its employees.

8. Liability

8.1 Each party is liable for proven direct loss. Edly's total liability under this Agreement is limited to the fees paid for the Order in the previous 12 months, except for intentional wrongdoing or what the law does not allow to be limited. No liability for indirect or consequential loss, lost profits or lost opportunity.

9. Term and termination

9.1 The Agreement lasts for the Access Period. Either party may terminate for the other's material breach not remedied within 15 days after notice. Early termination by the Customer does not give a refund except where Edly is in material breach, in which case Edly refunds the unused part of fees.

9.2 Ending this Agreement, for any reason, does not cancel a User's completed progress, quiz results or Certificates already earned, and does not retroactively charge a User for Access already used. It only ends the right to new Access from that point.

10. Confidentiality

10.1 Each party keeps the other's non-public information confidential for 3 years after the Agreement ends.

11. Anti-corruption and compliance

11.1 Neither party offers or accepts improper advantages. Each complies with sanctions and anti-money-laundering rules that apply to it.

12. Assignment

12.1 Edly may assign the Agreement to a Successor with notice; the Customer consents in advance. The Customer may assign only with Edly's written consent.

13. Governing law and disputes

13.1 Uzbek law governs. The parties negotiate for 30 days; if unresolved, the dispute is heard by the competent economic court at Edly's location.

14. General

14.1 Entire agreement with the Order. Amendments in writing. Notices to the addresses above. Force majeure as in the Public Offer, clause 15. The Agreement is signed in Uzbek and, where the Customer asks, also in Russian or English; the Uzbek text prevails. Signing on paper or by a recognised electronic signature (including via Didox) has equal force.

Edly	Customer
Name, title, signature, date	Name, title, signature, date