

LICENCE TERMS FOR CC4 ANYWHERE SOFTWARE

(Effective September 2013)

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END-USER LICENCE AGREEMENT FOR RM SOFTWARE

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This End-User Licence Agreement (EULA) is a legal agreement between you and RM EDUCATION LTD ("RM") for the software product(s) identified above (the "SOFTWARE"). The term "SOFTWARE" includes all computer software, associated media, any printed materials, and any associated "on-line" or electronic documentation relating to the above product.

By installing, copying, accessing or otherwise utilising the SOFTWARE, you agree to be bound by and comply with:

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- (b) the terms and conditions specified by Citrix (a copy of which can be found at <http://www.rm.com/generic.asp?cref=GP1732005>) (the "Citrix EULA").

If you do not agree to the terms of this EULA and/or the Citrix EULA, do not use the SOFTWARE. You may, however, return it along with your original LICENCE CONFIRMATION to your place of purchase for a full refund.

RM SOFTWARE LICENCE

The SOFTWARE contains both (a) software installed on one or more servers at your establishment (the "Server Software") and (b) software installed on user devices (the "Client Software"). The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

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RM grants you the right to:
 - (a) have the Server Software installed on servers at your establishment. The maximum number of servers on which the Server Software may be installed shall be as detailed on your licence confirmation(s); and
 - (b) permit users affiliated to your establishment to install and use the Client Software on user devices. The maximum number of user devices on which the Client Software may be installed and used at any one time shall be as detailed on your licence confirmation(s).
2. NO MULTIPLEXING OR POOLING.
Use of software or hardware that reduces the number of users directly accessing or utilising the SOFTWARE (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Licences required - the required number of Licences would equal the number of distinct inputs to the multiplexing or pooling software or hardware front end.
3. SUPPORT.

The SOFTWARE does not include any support. Support for the SOFTWARE is provided under a separate chargeable contract. This does not affect your statutory rights when buying the SOFTWARE.

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5. OTHER RESTRICTIONS.

You may not rent, lease or assign the SOFTWARE, but you may transfer the SOFTWARE (complete with the qualifying licences for any upgrade licence) and accompanying written materials on a permanent basis to another Qualified Education User provided you retain no copies and the recipient agrees to the terms of this EULA. You may not reverse engineer, de-compile or disassemble the SOFTWARE. Contact RM to confirm which establishments can qualify as education users under this EULA.

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6. LIMITED WARRANTY AND LIMITATIONS ON LIABILITY.

RM warrants that the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. Any implied warranties on the SOFTWARE are limited to ninety (90) days.

DEATH OR PERSONAL INJURY. RM shall be liable for death or personal injury arising from the use of the SOFTWARE to the extent that it results from the negligence of RM or its employees. RM shall also be liable to you for any other direct loss of or damage to tangible property caused solely by the negligence of RM or its employees subject always to a maximum aggregate liability of £250,000 to include all similar loss under all other contracts with RM.

CUSTOMER REMEDIES. RM's entire liability and your exclusive remedy shall be, at RM's option, either (a) return of the price paid for SOFTWARE which is returned to RM along with the relevant licence confirmation, or (b) repair or replacement of the SOFTWARE or hardware that does not meet RM's Limited Warranty. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. RM DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE EXCEPT WITH REGARD TO CONSUMER TRANSACTIONS IN THE UNITED KINGDOM. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL RM OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF RM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. DATA PROTECTION.

In this EULA, the terms data controller, data processor, personal data, sensitive personal data and processing shall be as defined in the European Data Protection Directive 95/46/EC and “Data” shall mean the personal data and sensitive personal data provided to RM in connection with the Service.

You acknowledge that you are a data controller and that RM is a data processor. RM shall use the Data only on your instructions as set out or referred to in this EULA. RM shall provide appropriate technical and organisational measures to protect the security of the Data, in particular against unauthorised or unlawful access or processing, alteration, accidental loss or destruction of or damage to the Data and take all reasonable steps to ensure the reliability of any of its staff who have access to Data.

You agree that RM may transfer Data to RM’s sub-contractors (including RM group entities) (“Recipients”) outside the European Economic Area (“EEA”). RM will be permitted to transfer Data to such Recipients provided that RM shall have entered into an agreement with the relevant Recipient based upon standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the EEA and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in this EULA.

You agree to comply with your obligations under Data Protection Law in relation to its collection, processing and provision of Data to RM in connection with the SOFTWARE. You shall indemnify and keep RM indemnified against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Clause 7 by you and/or your employees, agents and/or sub-contractors. You acknowledge that RM is reliant on you for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by you or any data subject arising from any action or omission by RM to the extent that such action or omission resulted from your instructions.

RM may also use your personal data in accordance with its Privacy Policy which can be found at www.rm.com.

8. ANTI-BRIBERY

You shall ensure that you and all of your staff, agents, contractors and any other party performing your obligations or exercising your rights under or in connection with this Agreement and/or any other agreement that you may have with RM, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. You shall, whenever requested by RM, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

9. GOVERNING LAW.

The terms of this EULA shall be governed by the laws of England and Wales.