



LICENCE TERMS FOR CC4 STORE (Effective September 2013)

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WARNING: Your licence is not valid unless you are a Qualified Education User, and you have an associated LICENCE CONFIRMATION for this SOFTWARE PRODUCT.

END-USER LICENCE AGREEMENT FOR RM SOFTWARE

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RM SOFTWARE LICENCE

The SOFTWARE contains "SERVER SOFTWARE" that is installed on one or more computers acting as "SERVERS" and "CLIENT SOFTWARE" that is installed on one or more "WORKSTATIONS" (computers, handheld PCs or other digital devices). For each domain or logical sub-division of a local area network, one server (the "MANAGEMENT SERVER") is designated to co-ordinate the activity of any other servers ("MANAGED SERVERS").

The software release is designated by a number of the form <PRODUCT>.<VERSION><UPDATE> (for example 2.20).

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1. **GRANT OF LICENCE.** RM grants you the right to install, copy and use the SOFTWARE only with the number of Clients and Servers detailed on your licence confirmation(s). Each server may be connected at any point in time to an unlimited number of workstations, but you must acquire and dedicate a Server Licence to each SERVER on which the SOFTWARE is installed and used, and a Client Licence to each Workstation on which the SOFTWARE runs or is used. Use of the SOFTWARE includes all instances where a workstation configuration is created or managed using the SOFTWARE or any of the policies provided as part of the SOFTWARE are applied to a workstation.
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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.

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8. 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 8 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.

9. 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.

10. GOVERNING LAW.

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