



LICENCE TERMS FOR RM USER PROVISIONING SOFTWARE

(Effective September 2013)

IMPORTANT-READ CAREFULLY:

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”) and shall apply whether you are using all elements / components of the Software and/or any single element / component (such as but not limited to any source agents/SIF agents, the core software application and/or any target agents).

The Software includes computer software, the associated media, any printed materials and any associated "on-line" or electronic documentation relating to the Software.

By installing, copying, accessing or otherwise utilising the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this 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.

1. VALIDITY OF LICENCES: Your licence(s) of the Software shall be as detailed on your “Licence Confirmation”. Your licence is not valid unless you have a Licence Confirmation and you meet and comply with the requirements of this EULA.
2. NATURE OF LICENCE: The Software is licensed on a per “Institution” basis. An “Institution” is any individual legal person or entity. If an Institution operates a number of sites, there may be a need to install more than one instance of the Software. However, only a single licence, covering the whole Institution, shall be required. Any other body (such as a Local Authority or Federation of Academies) wishing to purchase or manage the Software for a number of Institutions shall be required to purchase a licence for each such Institution.
3. RIGHTS GRANTED: Subject to you complying with the terms of this EULA, you shall be entitled to use the Software for your own internal purposes on any relevant devices in your Institution.
4. PRICING: The price payable for any licences of the Software depends upon the numbers of users at the applicable Institution. It is your responsibility to ensure that the number of users does not exceed that specified by you when ordering your licence. When calculating the number of users for these purposes, 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) shall not reduce the number of users that shall be considered to apply. If, at any time, RM becomes aware that there are more users than those paid for, RM shall, entirely at its discretion, be entitled to (a) invoice you for the additional fees payable, together with a reasonable administration charge; or (b) terminate your licence immediately.
5. SUPPORT: The Software does not include any support. Support and maintenance for the Software is provided under a separate chargeable contract. This does not affect your statutory rights.
6. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS: The Software is licensed, not sold, and all intellectual property rights (including without limitation all copyrights, trademarks and design rights) in and to



the Software and all parts of it are owned by RM or its licensors. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording). In particular, you must not use, copy, modify, reverse engineer, de-compile or disassemble the Software in whole or in part, except as expressly provided in this EULA. However, you may (a) make copies of the Software solely for backup or archival purposes and (b) install the Software on licensed computers provided you keep the original solely for backup or archival purposes. You must reproduce and include the copyright notice on any copy. You may not copy any written materials accompanying the Software unless explicitly permitted by RM in writing.

7. **NO TRANSFER OF LICENCES:** All licences of the Software are personal to the Institution for which it was originally purchased and, as such, may not be transferred to any third party.
8. **PERSONAL DATA:** 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 Software.

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. **LIMITED WARRANTY:** 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. Notwithstanding the foregoing, you acknowledge that third party systems are beyond RM's control and that the Software is also dependent upon the information provided by users, and the configurations made by users, when using the Software. As such, RM shall not be liable for:
 - (a) the interaction of the Software with source or target systems, or any other third party systems beyond the expressly specified list of defined functions that RM has stated in writing that the Software performs;
 - (b) any errors with the source or target systems or issues that arise from incorrect allocation of attributes to provisioned users or any other errors arising from inaccurate data being provided by users or improper configurations being used by users; or
 - (c) any failure of the Software where such failure is caused or contributed to by any accident, abuse or misapplication of the Software or any combination of the Software with any other item (whether tangible or intangible).



You further agree that, once the Software has performed its functions, it shall always be your responsibility to ensure that users have been correctly provisioned and that the required interactions with all source and target systems are as you intended.

10. NO OTHER WARRANTIES: TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, 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 AND ANY ACCOMPANYING MATERIALS OF ANY KIND. HOWEVER, THIS SHALL NOT AFFECT YOUR STATUTORY RIGHTS.

11. CUSTOMER REMEDIES: Subject to Clause 12 (below), if the Software does not meet the warranties set out in this EULA, you shall return the original Software, together with the relevant licence confirmation to RM. RM's entire liability and your exclusive remedy shall be, at RM's option, either:

- (a) to return of the price paid for Software; or
- (b) to repair or replacement of the Software. Any replacement Software will be warranted (on the terms set out in Clause 9 (above)) for the remainder of the original warranty period or thirty (30) days, whichever is longer.

12. LIMITATIONS ON LIABILITY:

(a) RM's liability shall be unlimited in respect of any death or personal injury caused by RM's negligence and/or in respect of any fraud or fraudulent misrepresentation by RM.

(b) NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL RM OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, LOSSES, LIABILITIES OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE, LOSS OF ANTICIPATED

SAVINGS, LOSS OF DATA (INCLUDING PERSONAL DATA) OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF RM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, LIABILITIES AND/OR EXPENSES.

(c) Subject to Clauses 12(a) and 12(b) (above), RM's liability in respect of any loss of or damage to tangible property shall be limited to £250,000.

(d) Subject to Clauses 12(a) and 12(b) and save as provided in Clause 12(c) (above), RM's maximum aggregate liability (whether arising in contract, tort (including negligence) or otherwise) arising under or otherwise in connection with this EULA and/or your use of the Software shall be limited to the price paid by you for the Software.

13. 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.

14. RIGHT TO CHANGE EULA TERMS: RM reserves the right to change the terms of this EULA at any time, with or without notice, and it shall be your responsibility to check the applicable terms at any time that you access or otherwise use the Software. By using the Software at any time, you are agreeing to be bound by, and to comply with, the terms applicable at that time.

15. GOVERNING LAW: The terms of this EULA shall be governed by the laws of England and Wales.

