LICENCE TERMS FOR RM TUTOR 4

(Effective September 2013)

Licences: as detailed on your LICENCE CONFIRMATION

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

END-USER LICENCE AGREEMENT FOR RM TUTOR 4

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 ("SOFTWARE").

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

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.

SOFTWARE PRODUCT LICENCE

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. The SOFTWARE is licensed on a per CLIENT basis.

1. **GRANT OF LICENCE**. This EULA grants you the following rights:
   Applications Software. You may install and use each copy of the SOFTWARE, or any prior version for the same operating system, on a single computer.

   Storage/Network Use. You may also store or install a copy of the SOFTWARE on a storage device, such as a network server, used to install or run the SOFTWARE on other computers over an internal network; however, you must acquire and dedicate a licence for each separate computer on which the CLIENT software is installed or run. CLIENT licences may not be shared or used concurrently on different computers.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**.
   Academic Edition Software. You must be an "Education User" to use the SOFTWARE. If you are not an Education User, you have no rights under this EULA. If you are unsure, you must contact RM to determine if you qualify as an Education User.
   Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
   Rental. You may not rent, lease or lend the SOFTWARE.
   Software Transfer. You may permanently transfer all of your rights under this EULA (including all component parts, media, printed materials, any upgrades, this EULA, and, if applicable, any Licence Confirmation), provided you retain no copies **and** the recipient agrees to the terms of this EULA. If the SOFTWARE is an upgrade, any transfer must include the appropriate eligible products or prior versions of the SOFTWARE.
   Termination. Without prejudice to any other rights, RM may terminate this EULA if you fail to comply with the terms and conditions of this EULA, and fail to remedy such breach (is capable of remedy) within thirty (30) days of having received written notice form RM specifying such breach. RM may also terminate this EULA if you cease to carry on business or a substantial part thereof or enter into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction or compounds with your creditors generally or you have a receiver or manager or administrator appointed over all or any part of your assets or become unable to pay your debts as they fall due. In such event, you must destroy all copies of the SOFTWARE and all of its component parts and all documentation relating thereto and RM shall have the right to enter your premises to retake immediate possession without the need for process or other legal action.

3. **UPGRADES**. If the SOFTWARE is an upgrade, you must be properly licensed to use a product identified as being eligible for the upgrade in order to use the SOFTWARE. The SOFTWARE may be used and transferred only in conjunction with the upgraded product and may not be separated for use on more than one computer.

4. **COPYRIGHT**. All patent, copyright and other proprietary rights in and to the SOFTWARE remain with RM or its licensers.

5. **WARRANTY**. RM guarantees the quality of the physical materials of the SOFTWARE to the extent defined in RM's standard terms and conditions of business. You acknowledge that software in general is not error-free and

agrees that the existence of such errors shall not constitute a breach of this EULA.

In the event that you discover a material error which substantially affects your use of the same and notify RM of the error within ninety (90) days from the date of payment of the relevant licence fee (the "warranty period") RM shall at its sole option either refund the licence fee or use all reasonable endeavours to correct by patch or new release (at its option) that part of the SOFTWARE which does not so comply PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the SOFTWARE not performed by RM or caused by its incorrect use, abuse or corruption of the SOFTWARE or by use of the SOFTWARE with other software or on equipment with which it is incompatible.

To the extent permitted by law, RM disclaims all other warranties with respect to the SOFTWARE, either express or implied, including but not limited to any implied warranties or terms and conditions of satisfactory quality or fitness for any particular purpose. Specifically RM does not warrant that the functions mentioned in the SOFTWARE will meet your individual requirements.

6. **DISCLAIMER**. To the extent permitted by law, RM and its licensors shall not be liable to you for any loss or damage however caused or arising directly or indirectly in connection with this EULA, the SOFTWARE, its use or otherwise.

7. **TRADEMARKS**. NetSupport is a registered trademarks of NetSupport Limited. RM Tutor is a trademark of RM Education Ltd.

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 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. **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. **ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter. Nothing in this clause shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or any innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance as the same as being fair and reasonable.

11. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

12. **NETSUPPORT.** Parts of this SOFTWARE are under licence from NetSupport.