RM Community Connect End User Licence Agreement

(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 below as the "Software" and shall apply whether you are using all elements / components of the Software and/or any single element / component. 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   DEFINITIONS

"CC3" means version 3 of RM's Community Connect network management software sold under this product name.

"CC4" means version 4 of RM's Community Connect network management software sold under this product name.

"Client Software Assurance" means the Community Connect 3 Software Assurance Client Licence which licensed customers for one CC3 client and also pre-licensed for CC4 for one client.

"**EULA**" means this End User Licence Agreement.

"**Effective Date**" means the earlier of the date this EULA is accepted by You or the date You begin using the Software.

"**Initial Term**" means the initial licence period which is set out in Your Licence Confirmation which starts on the Effective Date and for which You are obliged to pay for the Software as stated on the Purchase Order. The 'Initial Term' could be for a specified period of time (in which case this would be a Subscription) or has no specific term stated (in which case Your licence would be perpetual).

"**Institution**" means an individual legal person or entity whose name is set out on the Purchase Order and which may operate over any number of sites. Any other body (such as a Local Authority or Federation of Academies) wishing to purchase a licence to the Software for multiple Institutions shall be required to purchase separately for each such Institution.

"**IPR**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, Software marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Licence Confirmation" means the Licence Confirmation provided to You by RM on delivery of Your Software.

"**Purchase Order**" means the purchase order placed on RM by You for a licence to the Software as identified by your order and the Licence Confirmation and which documents shall identify the Software and modules, the Term and other details relating to the Software. Where You purchase a Subscription, You must identify the total number of Staff Users at Your Institution, which is subject to a minimum of ten (10) Staff Users. Where You purchase a perpetual licence, You must identify the number and type of servers and clients You are purchasing a licence for.

"**Renewal Term**" has the meaning given to it in paragraph 2.1 (below). Where there is any change in the number of Staff Users at Your Institution, Your Purchase Order for the renewal term and RM's invoice shall reflect such a change.

"**RM**" means RM Education Ltd of 140 Eastern Avenue, Milton Park, Abingdon, Oxon, OX14 4SB, UK.

"**Software**" means CC4 core functionality and any optional modules which You are being granted a licence to use under this EULA.

"Staff User" means all members of staff at Your Institution, including staff members categorised as employed for over 200 hours per annum. You may exclude non-PC users such as lunchtime supervisors etc.

"Subscription" means Your purchase of a licence to use the Software for a specified period of time rather than on a perpetual basis.

"**Term**" means the Initial Term and any Renewal Term.

"**Update**" means an update to the Software that typically provides maintenance corrections or fixes only.

"**Upgrade**" means a generally available release of the Software that may introduce a limited amount of new features and functionality, or contains major functional

enhancements or extensions, designated by RM by means of a change in the digit to the left of the first decimal point or a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 6.0 or Software 5.1>> Software 5.2).

"**User**" means any and all Staff Users and pupils at Your Institution who are licensed under this EULA.

"**Virus**" means any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door, malware, botnets or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data.

"**You**" or "**Your**" means the name of the Institution as set out on the Purchase Order.

2 DURATION

2.1 This EULA shall commence on the Effective Date and continue until the end of the Initial Term. At the end of the Initial Term, unless otherwise agreed, this EULA shall automatically renew for one year (a "Renewal Term"), and RM shall be entitled to invoice You for the Renewal Term at the then-current rate payable for the Subscription.

2.2 You may terminate a Subscription by giving RM not less than thirty (30) days written notice prior to the end of the then-current Term.

3 LICENCE GRANT AND RESTRICTIONS

3.1 Upon Your payment of the relevant fees and subject to You complying with the terms of this EULA, You shall be entitled to a non-exclusive, limited, non-assignable right to access and use the Software for Your own purposes.

3.2 This EULA licenses the Software to be used for the Term:

3.2.1 in case of a Subscription, by all Users in Your Institution; and

3.2.2 in the case of a perpetual licence, by the number and type of servers and clients identified on Your Purchase Order. Each server may be connected to an unlimited number of workstations but You must acquire and dedicate a server licence to each server or virtual 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 any software or hardware that reduces the number of users directly accessing or utilising the Software does not reduce the number of licences required.

3.3 Where you have purchased a Subscription, You are entitled to receive all Updates and Upgrades which RM may make available during the Term at no additional cost..

3.4 Where you have purchased a perpetual licence, You are not entitled to receive any Updates unless You also purchase a separate support or contract directly specifying this.

3.5 You may produce copies of any instructions provided by RM and distribute such copies to Users to enable them to use the Software. This shall be without prejudice to the provisions of paragraph 5.

3.6 The Software does not include any installation or technical support which is provided under a separately chargeable contract.

3.7 All rights not expressly granted in this EULA are reserved to RM. No rights are granted by implication.

4 YOUR RESPONSIBILITIES

4.1 If You or Your Users disclose or share user account details with any third party or allow any third party to use the Software on Your behalf or violate the terms of this EULA in any other way, You agree to indemnify RM for any losses, costs or damages incurred by RM as a result of Your actions. If RM reasonably believes that an account is being used in any way which is not permitted by RM, RM reserves the right to terminate this EULA and Your rights to use the Software immediately without notice.

4.2 You agree to ensure that no User will introduce any Virus into any computer equipment or system or software of RM. Unless otherwise agreed, You shall be responsible for applying anti-virus software to protect Your machines and networks.

5 INTELLECTUAL PROPERTY

5.1 Title to the Software shall at all times remain vested in RM or its licensors. At no time shall You or any User gain any title to the Software.

5.2 Subject always to the provisions of paragraph 5.1, RM hereby grants to You a limited, non-exclusive, non-transferable licence to access and use the Software and Updates made available to You for the duration of the Term. You shall ensure that Users shall treat the Software like any other copyrighted material (e.g. a book or musical recording) except that You may either:

5.2.1 make one copy of the Software and, if applicable, Update(s) solely for backup or archival purposes; or

5.2.2 transfer the Software and Updates to a hard disk, provided that You keep the original solely for backup or archival purposes.

You must reproduce and include the copyright notice on any such copy.

5.3 You undertake not to perform (nor allow any User to perform) any of the acts referred to in this paragraph 5.3 except to the extent and only to the extent permitted by law as a lawful user of the Software and only then for the specific limited purpose permitted by law or in this EULA. You undertake (including on behalf of all Users):

5.3.1 not to copy the Software (other than for normal system operation and as expressly specified in this EULA) nor otherwise reproduce the same;

5.3.2 not to translate, adapt, vary, or modify the Software;

5.3.3 not to disassemble, decompile or reverse engineer the Software;

5.3.4 not to remove, obscure or modify any notice of patent, copyright, trademark or other proprietary rights notice on the Software;

5.3.5 not to sub-License, distribute, rent, lease, or otherwise transfer the Software;

5.3.6 not to make the Software accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;

5.3.7   not to reproduce or transmit to or store in any website any part of the Software, nor disseminate in any electronic or non-electronic form any of the pages or parts thereof, nor include any of the foregoing in any public or private electronic retrieval system or Software; and

5.3.8   not to enable a third party to do any of the acts set out in this paragraph 5.3.

5.4   If notified promptly in writing of any action (and all prior claims relating to such action) brought against You, based on a claim that any User's use of the Software infringes a U.K. patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation or other dispute resolution process arising out of a claim of infringement for a U.K. patent or copyright, or if in RM's opinion, the Software is likely to become the subject of a claim of infringement of a U.K. patent or copyright, RM will at its option and expense either procure for You and any Users the right to continue using the Software, replace or modify the same so that it becomes non-infringing, or refund the fees for the Software and any pre-paid unused amount and terminate the licence to the Software. RM will not have any liability to You under any provision of this paragraph if the infringement or claim thereof is based upon:

5.4.1   use of the Software in combination with other equipment or software not supplied by RM; or

5.4.2   the use of the Software in carrying out any patented process; or

5.4.3   infringement as described in paragraph 5.6 (below).

5.5   Paragraph 5.4 (above) states the entire liability of RM and Institution's sole remedy with respect to infringement of patents or copyrights by the Software or any part thereof or by its operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.

5.6   You will hold RM harmless against any expense, judgment, liability or loss, or infringement of any IPRs which results from (a) Your use of the Software other than in accordance with this EULA, (b) RM's compliance with Your or any User's instructions, (c) use by RM of any data, materials or information provided by You or any User, (d) the violation of any law, regulation or third party right by any content, data or information provided by You or any of Your Users, or (e) Your or Your User's violation of this EULA.

5.7   Subject to the provisions of paragraphs 3.3 and 3.4, RM may make available Updates to the Software from time to time. To the extent any such Updates result in a material adverse impact and You notify RM within thirty days of such change, RM will either provide a workaround to the issue or allow You to terminate without additional liability on condition that Your termination is completed within an additional thirty (30) day period of notice being served by You of Your intention to terminate.

6   TERMINATION.

6.1   Either party may terminate this EULA:

6.1.1   if the other party commits any breach of paragraph 5 of this EULA;

6.1.2   if the other party commits any other material breach of this EULA which is not remedied within thirty (30) days of a notice requiring such breach to be remedied; or

6.1.3   if the other party ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

6.2   RM may terminate this EULA upon written notice to You if You fail to pay any sums due to RM in respect of the Software on the due date of payment.

6.3   Where this EULA has been terminated by RM pursuant to paragraphs 6.1.1, 6.1.2, 6.1.3 or 6.2 (above) Your right to access or use the Software shall immediately cease and RM shall be entitled to take such actions as are necessary to enforce this termination. This does not affect Your rights to any perpetual licences of CC3 or CC4 which You have purchased prior to termination or may purchase subsequent to termination except where You have agreed to relinquish Client Software Assurance CC4 client pre-licence rights in return for a discount for a Subscription.

6.4   Where this EULA has been terminated by You pursuant to paragraphs 6.1.1, 6.1.2 or 6.1.3, You shall be entitled to continue to use the Software for the remainder of the Term. Thereafter, Your right to access or use the Software shall immediately cease. This does not affect Your rights to any perpetual licences of CC3 or CC4 which You have purchased prior to termination or may purchase subsequent to termination except where You have agreed to relinquish Client Software Assurance CC4 client pre-licence rights in return for a discount for a Subscription.

6.5   Where You have chosen not to renew Your Subscription and terminate Your licence to use the Software pursuant to paragraph 2.2 if You have previously purchased a perpetual licence to CC4, You shall not retain or have any right to free of charge Updates and for the avoidance of doubt, any such rights (or similar rights) as may have been granted originally under the original CC4 licence shall cease and be deemed for all purposes to have been forfeited.

6.6   Where this EULA has been terminated by You pursuant to paragraph 2.2 and You choose to purchase a perpetual licence to any of the modules of the Software but not all of the Software, Your right to access or use the Software is limited to those modules for which you place a Purchase Order with RM and the terms of this EULA apply to such modules.

6.7   Subject to paragraphs 6.5 and 6.6, where this EULA has been terminated by You pursuant to paragraph 2.2 Your right to access or use the Software shall immediately cease and RM shall be entitled to take such actions as are necessary to enforce this termination.

7   LIMITED WARRANTY

7.1   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.

7.2   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.

8   DATA PROTECTION

8.1 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. "Data Protection Law" means applicable data protection legislation implementing the European Data Protection Directive 95/46/EC and any amendments, revisions, re-enactments or consolidations thereof.

8.2 You acknowledge that you are a data controller and that RM is a data processor.

8.3 RM shall:

8.3.1 use the Data only on your instructions as set out or referred to in this EULA to perform its obligations under this EULA;

8.3.2 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

8.3.3 take all reasonable steps to ensure the reliability of any of its staff who have access to Data.

8.4 The parties acknowledge that RM may wish to transfer Data to RM's sub-contractors (including RM group entities) ("Recipients") outside the European Economic Area in countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personnel data. 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 European Economic Area and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in this EULA.

8.5 The parties also acknowledge that RM may also use services and/or products from other third parties in order to perform its obligations under this EULA and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. If RM becomes aware of any such third party wishing to transfer Data outside the European Economic Area, RM shall request that the third party enters into an agreement of the sort noted in clause 8.4 above.

8.6 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 services to be provided by RM in accordance with this EULA.

8.7 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.

8.8 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.

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

9 CONFIDENTIALITY

The information that You provide to RM will be used by RM for the effective administration of its Software and to communicate with You and Staff Users generally. Any such details will not otherwise be disclosed outside of the RM plc group of companies.

10 LIMITATION OF LIABILITY

10.1 RM's liability shall be unlimited in respect of (a) any death or personal injury caused by its negligence or that of its employees, agents or contractors; (b) fraud; or (c) for any other matter in respect of which law prescribes that liability may not be excluded or limited.

10.2 Subject to paragraph 10.1 (above), RM shall not in any event be liable for any indirect, special or consequential loss, howsoever arising (including but not limited to loss of profits, loss of data, loss of use, loss of goodwill, anticipated savings, loss of amenity in connection with or arising out of the supply, functioning or use of the Software) even if the possibility of such potential loss was foreseeable.

10.3 Except as set forth in paragraphs 10.1 and 10.2 (above), the maximum aggregate liability of RM whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatever arising from or in any way connected with the Software shall be limited to the fees paid by You in respect of the Software in the twelve months prior to the accrual of the claim.

11 NOTICE

11.1 Any notices You may wish to serve on RM must be sent by first class registered post to RM's registered office. Any such notice will be deemed delivered on receipt.

11.2 RM may give notice to You by means of electronic mail to Your e-mail address on record in RM's account information or by first class mail to the address on Your record held by RM. Any such correctly addressed notices shall be deemed to have been given upon the expiration of 48 hours after posting (if sent by first class mail) or 12 hours after sending (if sent by email).

12 ANTI-BRIBERY

12.1 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.

13 ENTIRE AGREEMENT; MODIFICATIONS TO TERMS

13.1 These terms and conditions together with the Licence Confirmation constitute the entire agreement between RM and You with respect to the subject matter herein.

13.2 RM reserves the right, on reasonable notice, to change these terms and conditions. It is Your responsibility to check the applicable terms at any time that you use the Software.

13.3 Any terms and conditions set forth in Your Purchase Order shall only be effective with

respect to the number of items ordered, the scope of the Software ordered and the licence term.

13.4 Notwithstanding any other provisions set forth in Your Purchase Order, sale order, sale confirmation or any other document relating to the subject matter of this EULA, these terms and conditions will take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein will be null and void and are hereby rejected.

14 NON-WAIVER

Failure by either party to exercise or delay exercising any of the terms of this EULA shall not constitute or be deemed to be a waiver of its rights under this EULA nor prejudice its rights to take subsequent action.

15 NON-ENFORCEABILITY

The invalidity or unenforceability for any reason of any part of this EULA shall not prejudice the continuation in force of any other part of this EULA.

16 ASSIGNMENT

16.1 This EULA may not be assigned by You without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion).

16.2 RM shall be entitled to assign this EULA in its absolute discretion and without Your consent.

17 THIRD PARTY RIGHTS

Nothing in this EULA shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18 GOVERNING LAW

This EULA (and any dispute, controversy, proceedings or claim of whatever nature) shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts.