

Licence Agreement

For Ranger

(Effective November 2012)

IMPORTANT - READ CAREFULLY:

This Licence Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and RM EDUCATION Ltd ("RM") for RM's Ranger computer software and associated media (collectively, the "Licensed Software"). The Licensed Software shall include all Ranger products and derivations of those products.

By continuing to use the Licensed Software, you agree to be bound by the terms of this Agreement.

1. GRANT OF LICENCE

You may use the Licensed Software for a period as defined in the software licence key at one institution/site network on a maximum of client machines as defined in the key. Licence key details can be found in the RangerAdmin Help/About dialog.

Demonstration and Evaluation versions of the software are valid for the duration of the licence only and thereafter should be either removed from the machine(s) or upgraded to full licences via your dealer.

Demonstration licences cannot be used concurrently to extend licence duration without express written permission from either RM or an appointed dealer.

2. COPYRIGHT

The Licensed Software is owned by RM and is protected by applicable copyright laws and international treaty provisions.

Therefore, you must treat the Licensed Software like any other copyrighted material (e.g., a book or musical recording), except that you may either (i) make one copy of the Licensed Software solely for backup or archival purposes, provided you reproduce and include RM's copyright and trademark notices contained on the original disk labels on such backup copy, or (ii) transfer the Licensed Software to a single hard disk, provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the Licensed Software.

3. OTHER RESTRICTIONS

You may not use, copy, or modify the files containing the licensed software, or any backup copy, in whole or in part, or translate such files into any other file format or language, except as expressly provided for in this agreement. You may not rent, lease or sublicense the Licensed Software, but you may transfer the Licensed Software and accompanying written materials on a permanent basis, provided (a) you retain no copies (b) the recipient agrees to the terms of this Agreement (c) the recipient immediately contacts RM to inform RM of such transfer and (d) the recipient pays to RM a transfer fee in an amount to be determined by

RM and in effect at the time in question. Upon such transfer, your licence under this Agreement is automatically terminated.

You may not reverse engineer, decompile or disassemble the Licensed Software for any purpose whatsoever.

4. TERM

Your licence is effective upon your acceptance of this Agreement and installing the Licensed Software. You may terminate it at any time by destroying the Licensed Software together with all copies. It will also terminate upon conditions set out elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy all copies of the Licensed Software in any form in your possession or under your control.

5. WARRANTY

RM warrants that the Licensed 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 Licensed Software are limited to ninety (90) days.

SAVE AS EXPLICITLY SET OUT ABOVE, RM OFFERS NO WARRANTY OF PERFORMANCE, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE AND ALL ACCOMPANYING MATERIALS.

RM FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE LICENSED SOFTWARE AND ALL ACCOMPANYING MATERIALS. HOWEVER, THIS SHALL NOT AFFECT YOUR STATUTORY RIGHTS.

6. CUSTOMER REMEDY AND LIMITATIONS OF LIABILITY

You assume responsibility for, among other things, (i) the selection of the Licensed Software to achieve your intended results, (ii) the acquisition of other software (including any programming or operating system software) and/or equipment compatible with the Licensed Software, and (iii) the installation, use and results obtained from the Licensed Software.

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

Further, for the express purpose of limiting the liability against RM you agree that, to the maximum extent permitted by law, RM SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER

PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, EVEN IF RM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in this Agreement shall exclude RM's liability (a) for personal injury or death caused by negligence (b) for fraud or fraudulent misrepresentation or (c) in respect of any other matter in relation to which law prescribes that liability may not be limited or excluded.

7. UPDATES & TECHNICAL SUPPORT

RM does not provide direct customer technical support unless specifically pre-arranged. RM provides support via authorised and trained dealers and via our web site only. Software support is purchased from your dealer and is valid for the duration of any support agreement with your dealer.

Software updates, patches, fixes and technical information will be available to users that purchase Ranger Software Maintenance from RM. Annual software maintenance covers all software updates, version upgrades and patches issued for the purchased product during the lifetime of the maintenance period. All updates and support are provided via the Ranger website. RM will publish details of available updates on their product web sites and is under no obligation to actively inform customers as updates are made available.

DEMONSTRATION copies of the Licensed Software are not subject to support by RM or its appointed dealers. RM may, from time to time, revise or update the Licensed Software. In so doing, RM incurs no obligation to furnish such revision or updates to you. Support information and contact can be obtained from the Ranger web site www.rangersuite.com.

8. DATA PROTECTION

In this Agreement, 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 Licensed 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 Agreement. 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 Licensed 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.

9. GENERAL

This Licence is personal between you and RM. Except as provided in Section 3 above, this Licence may not be assigned by you without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion).

RM shall be entitled to assign this Licence in its absolute discretion and without your consent.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND RM WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND RM OR RM' s AGENT(S) RELATING TO THE LICENSED SOFTWARE.

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 LICENSED SOFTWARE.

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 Licence, 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.

10. GOVERNING LAW

This Agreement (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.