

It is agreed as follows:

1. INTRODUCTION

- 1.1 This Licence agreement is supplementary to the Standard Terms and Conditions ("the Terms") set out on each order for the Goods and shall vary the Terms only to the extent set out herein. In the event of any inconsistency between this Licence and the Terms, this Licence shall prevail.
- 1.2 Any reference to defined terms in this Licence is a reference to the definitions in the Terms, unless otherwise stated herein.

2. DEFINITIONS

- 2.1 "Goods" the CD Rom containing the Software and the packaging of the CD Rom and supplied to the Buyer under the Terms.
- 2.2 "Software" the software and any documentation, associated media, printed materials and embedded materials or any part thereof contained in the Goods.

3. LICENCE

- 3.1 The Company hereby licences the Software to the Buyer on a limited, non-exclusive, royalty free, perpetual, non-transferable basis in the United Kingdom only, subject to the terms set out in this Licence.
- 3.2 The Buyer may use the Software solely for internal purposes as an educational teaching aid only. The Software may only be used in respect of each copy purchased from the Company at 1 site of the Buyer to be used on a stand alone computer, network or learning platform.
- 3.3 The Company shall be under no obligation to provide upgrades of the Software.

4. LICENCE RESTRICTIONS

- 4.1 The Buyer may not:
 - 4.1.1 make or distribute copies of the Software, other than one copy for back-up purposes only;

- 4.1.2 sell, sub-licence or transfer the Software to any third party;
- 4.1.3 decompile, reverse engineer, disassemble or otherwise reduce the Software to eye-readable form;
- 4.1.4 modify or use the Software to create any derivative works;
- 4.1.5 make any public presentation (other than in accordance with the licence granted in clause 3.2) of the Software or using the Software or any printed copy of the Software without the prior written consent of the Company.

5. WARRANTY AND LIABILITY

- 5.1 The Company will free of charge for the duration of the Licence and where the Software and/or the Goods is proved to the reasonable satisfaction of the Company to be damaged or defective due to defects in material, workmanship or design, replace such Software and/or Goods up to a maximum of three times.
- 5.2 Subject to clause 5.1, the provisions of conditions 8.5, 8.6, 8.7 and 8.8 of the Terms shall apply to the provision of the Goods.

6. TERMINATION

- 6.1 The Company may terminate this Licence upon written notice in the event of:
 - 6.1.1 Any breach by the Buyer of any of the terms of this Licence or any material breach of the Terms; or
 - 6.1.2 Termination of the Terms for any reason whatsoever.
- 6.2 Upon termination of this Licence in accordance with clause 6.1, the Buyer shall immediately:
 - 6.2.1 cease to use the Software and/or the Goods and return the same to the Company or destroy/delete the Software and/or the Goods as instructed by the Company; and
 - 6.2.2 destroy/delete any copy made in accordance with clause 4.1.1
- 6.3 The Buyer shall indemnify the Company against any costs, expenses, liability, claims or losses incurred as a result of any failure by the Buyer to comply with the obligations under clause 6.2.
- 6.4 This clause shall survive termination of this Licence.