

LICENCE

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In consideration of your agreement to the terms of this Agreement, we grant you (the individual or entity whose name and address appears on the Registration Card) a perpetual, non-exclusive right to use the Software in accordance with clause 2 below. This licence is personal to you as the purchaser of the Software and is for your benefit only.

2 Permitted use

As purchaser of the authorised copy of the Software, you may, subject to the following conditions:

- 2.1 load the Software into and use it on the computers (of the type identified on the package) which are under your control;
- 2.2 copy the Software for back-up and archival purposes and make up to two copies of the documentation (if any) accompanying the Software, provided that the original and each copy is kept in your possession and that your installation and use of the software does not exceed that allowed by this Agreement.

use this software in pursuance of the normal business of education at the school that has purchased the software.

copy this software onto any computer that enables the teaching staff to project the same onto their classroom's whiteboard (interactive or not). There is no upper limit to the number of staff computers to which the software may be copied.

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You may not nor permit others to:

- 3.1 sub-license, assign, rent, lease or transfer the licence or the Software or make or distribute copies of the Software except as permitted by this Agreement;
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- 3.3 make copies of the Software, in whole or part, except for back-up or archival purposes as permitted in this licence;
- 3.4 use any back-up copy of the Software for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;
- 3.5 copy the written materials (except as provided by this Agreement) accompanying the Software;
- 3.6 adapt, modify, delete or translate the written material accompanying the Software in any way for any purpose whatsoever;
- 3.7 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

4 Undertakings

You undertake to:

- 4.1 ensure that, prior to use of the Software by your employees or agents, all such parties are notified of this licence and the terms of this Agreement;
- 4.2 reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software;
- 4.3 hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software, confidential and not at any time, during this licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without our consent.

5 Title

As licensee you own only the diskette or medium on which the Software is recorded or fixed. You may retain the media on termination of this Agreement provided the Software is erased. We shall at all times retain ownership of the Software.

6 Warranty

Subject to clause 6.2, we warrant that for a period of 90 days from the date of your purchase of the Software ('the Warranty Period'):

- 6.1 The medium on which the Software is recorded will be free from defects in materials and workmanship under normal use. If the CD fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain (at our option) either a replacement free of charge or a full refund if you return the defective diskette to us or to your supplier during the warranty period with a dated proof of purchase.
- 6.2 The copy of the Software in this package will materially conform to the documentation that accompanies the Software. If the Software fails to operate in accordance with this warranty, you may, as your sole and exclusive remedy, return all of the Software and the documentation to us or to your supplier during the warranty period, along with dated proof of purchase, specifying the problem, and we will provide you either with a new version of the Software or a full refund (at our option).
- 6.3 We shall not be liable under the warranties given in clause 6.1 above if the CD or the Software fails to operate in accordance with the said warranty as a result of any modification, variation, or addition to the Software not performed by us or caused by any abuse, corruption or incorrect use of the diskette or Software, including use of the Software with equipment or other software which is incompatible.

7 Disclaimer

We do not warrant that this Software will meet your requirements or that its operation will be uninterrupted or error free. We exclude and expressly disclaim all express and implied warranties or conditions not stated in this Agreement (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This Agreement does not affect your statutory rights.

8 Liability

- 8.1 Our liability to you for any losses shall not exceed the amount you originally paid for the Software.
- 8.2 In no event will we be liable to you for any indirect or consequential damages, or loss of profit, even if we have been advised of the possibility of such damages. In particular, we accept no liability for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data.
- 8.3 Nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.
- 8.4 You acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.

9 Termination

- 9.1 The Agreement and the licence granted to use the Software automatically terminates if you:

- 9.1.1 fail to comply with any provisions of this Agreement;
 - 9.1.2 destroy the copies of the Software in your possession;
 - 9.1.3 voluntarily return the Software to us.
- 9.2 In the event of termination in accordance with clause 9.1 you must destroy or delete all copies of the Software from all storage media in your control.

10 Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

11 Entire agreement

You have read and understand this Agreement and agree that it constitutes the complete and exclusive statement of the Agreement between us with respect to the subject matter of this Agreement.

12 Assignment

This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without our prior written consent.

13 Waiver

Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this licence nor prejudice that party's right to take subsequent action.

14 Law and disputes

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be England.

If you have any questions about this Agreement, you should contact

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Haslemere, Surrey GU27 1DU

virtual.textbook@ntlworld.com

Tel: 01428-644344

15 Software licence registration card

I have read and fully understand and agree to be bound by and comply with the Agreement, a copy of which is printed overleaf.

Signed:

Dated:

Printed Name:

Title:

School/College:

Address:

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Post Code:

Telephone: