
IMMERSIVE STUDIO SOFTWARE LICENCE AGREEMENT

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

- 2.1 use the Software in connection with 1 main computer that acts as the main Immersive suite. If you wish to use the Software on more than 1 main computer(s), you must obtain a separate licence for another copy of this Software;
- 2.2 load the Software into and use it on any number of computer(s) which is under your control and used on school grounds;
- 2.3 transfer the Software from one computer to another provided that the Software is installed and used on a maximum of 1 main computer(s) used solely or in part as the main Immersive suite at any time;
- 2.4 copy the Software for back-up and archival purposes and make up to 1 copy per computer utilised of the documentation (if any) accompanying the Software, provided that the original and each copy is kept in your possession and labelled and that your installation and use of the software does not exceed that allowed by this Agreement;
- 2.5 transfer the Software, on a permanent basis only, to another person by transferring all copies of the Software to that person and/or destroying copies not transferred. The other person must agree to the terms of this Agreement and on such a permanent transfer, the licence of the Software to you will automatically terminate.

3. Restrictions on Use

You may not nor permit others to:

- 3.1 load the Software into more than 1 main computer(s) at the same time. If you wish to transfer the Software from one computer to another and have already reached the limit set out above, you must erase the Software from the first computer before you install it onto another computer (please contact your supplier for advice before doing this as we, nor they, can be held responsible for any loss of information);
- 3.2 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;
- 3.3 translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software except as permitted by law;
- 3.4 make copies of the Software, in whole or part, except for back-up or archival purposes as permitted in this Licence Agreement;
- 3.5 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;
- 3.6 copy the written materials (except as provided by this Agreement) accompanying the Software;
- 3.7 adapt, modify, delete or translate the written material accompanying the Software in any way for any purpose whatsoever;
- 3.8 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, where relevant, 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 physical media on which the Software is stored. 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

- 6.1 Subject to sub-Clause 6.2, we warrant that for a period of 12 months from the

date of your purchase of the Software (the "Warranty Period"):

- 6.2 The media on which the Software is distributed will be free from defects under normal use. If the distribution media fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain (at our option) replacement installation media free of charge or, be provided with a URL from which to download the Software, or be given a full refund if you return the defective media to us or to your supplier during the warranty period with a dated proof of purchase.
- 6.3 The copy of the Software in the form provided 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 with a refund.
- 6.4 We shall not be liable under the warranties given in sub-Clause 6.1 above if the installation media 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 media 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, and that of any of our suppliers, 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 8 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 Licence 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 sub-Clause 9.1 you must destroy or delete all copies of the Software from all installation media in your control.

10. **No Waiver**

No failure or delay by us in exercising any of our rights under this Licence Agreement shall be deemed to be a waiver of that right, and no waiver by us of a breach of any provision of this Licence Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

11. **Assignment**

This Licence Agreement is personal to you. You may not assign, sub-licence or otherwise delegate any of your rights hereunder without our prior written consent.

12. **Entire Agreement**

12.1 This Agreement contains the entire agreement between us, the Licensor, and you with respect to its subject matter.

12.2 You acknowledge that, in entering into this Licence Agreement, you do not rely on any representation, warranty or other provision except as expressly provided in this Licence Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13. **Severance**

In the event that one or more of the provisions of this Licence Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Licence Agreement. The remainder of this Licence Agreement shall be valid and enforceable.

14. **Law and Jurisdiction**

14.1 This Licence Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

14.2 Any dispute, controversy, proceedings or claim relating to this Licence Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

15. **Software Licence Registration Card**

I have read and fully understand and agree to be bound by and comply with the Software Licence Agreement.

SIGNED by

<<insert name>>

Head Teacher/Authorised Signatory

Date: <<insert date>>

[for and on behalf of <<insert school name and address>>]