



**PLANET
PRIMARY**

Licence Agreement

1 INTRODUCTION

1.1 This Licence Agreement ("Agreement") is an agreement between you and Planet Primary Ltd. Please read these terms and conditions carefully before downloading any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the software ("the Software") supplied to you by Planet Primary Ltd and related documentation. In particular, we draw your attention to clause 8 (limitation of liability).

By downloading, installing or otherwise using the Software you agree to be legally bound by this Licence Agreement as it may be modified and posted on our website from time to time.

1.2 If you do not wish to be bound by this Agreement, then you may not download or use the Software.

2 LICENCE

2.1 Specific conditions of use which apply to the type of licence you have acquired from Planet Primary Ltd Software are:

2.1.1 Classroom Licence:

A Classroom Licence is for a single user. With a Classroom Licence you may install and use multiple copies of the Software on a single computer. You may not share the licence between different computers, nor install it on a server based computer, nor use the Software on more than one computer at the same time. As a special exception, the primary user of the Software may make copies for his or her exclusive use on either a home or portable computer.

2.1.2 School Licence: You may install and use the Software on any number of computers or terminals located at the single physical (geographical) location notified to and agreed by Planet Primary Ltd. Employees may make copies on home or portable computers.

3 RESTRICTIONS ON USE

3.1.1 You may make a reasonable number of copies of the Software solely for backup and recovery purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement.

3.1.2 You shall not make copies of the Software additional to those expressly permitted in this Licence Agreement.

3.1.3 You shall not copy any written documentation accompanying the Software.

3.1.4 You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software on all authorised copies.

3.1.5 You shall not reverse engineer, decompile or disassemble the Software except to the extent expressly permitted by any applicable local laws which may over-rule this restriction.

3.1.6 You may not distribute any portions of the Software to any third party except under the terms of a Developer Distribution Licence if you have acquired such a licence from Planet Primary Ltd.

3.1.7 You may not rent or lease the Software but you may transfer the Software and accompanying documentation on a permanent basis provided that (i) you retain no copies and (ii) the recipient agrees to the terms of the Licence Agreement you are transferring and (iii) you notify Planet Primary Ltd of the transfer in writing.

3.1.8 You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.

3.1.9 You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorised means.

4 INTELLECTUAL PROPERTY RIGHTS

All materials are copyright Planet Primary Ltd 2009. The copyright, patents, trade marks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of Planet Primary Ltd or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.

5 TERMINATION

This Agreement is effective until terminated. This Agreement will terminate automatically if you fail to comply with any provision of this Agreement. Upon notice of termination from Planet Primary you shall destroy the documentation and all copies of the Software promptly.

7 WARRANTY

7.1 Subject to the limitations upon its liability set out in clause 8, Planet Primary Ltd warrants that:

7.1.1 for a period of 90 days from you purchasing the Software, it will materially conform to the electronic documentation provided with it; and

7.1.2 with respect to any physical diskette(s), the same shall be free from defects in materials and workmanship for a period of 90 days from purchase.

7.2 Save as stated herein, Planet Primary Ltd expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including but not limited to warranties of quality, performance, satisfactory quality or fitness for a particular purpose.

8 LIMITATION OF LIABILITY

8.1 Nothing in this Agreement shall limit Planet Primary Ltd liability for:

8.1.1 fraud or other criminal act;

8.1.2 personal injury or death caused by our negligence;

8.1.3 any other liability that cannot be excluded by law.

8.2 Subject to clause 8.1, Planet Primary Ltd accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to Planet Primary Ltd.

8.3 Except as provided in clause 8.1, Planet Primary Ltd maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

9 SEVERABILITY

If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

10 THIRD PARTY RIGHTS

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

11 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any

representations or warranties previously given or made to it.

12 ASSIGNMENT

You may not assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without Planet Primary Ltd's prior consent.

13 NOTICES

13.1 All notices shall be given:

13.1.1 to Planet Primary Ltd via e-mail at info@planetprimary.co.uk

13.1.2 to you at either the e-mail or postal address you provide during any ordering process.

13.2 Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

14 GOVERNING LAW

This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.