

SOFTWARE LICENCE AGREEMENT

This agreement is between Examids Ltd (the “Licensor”) and the purchaser (“the Licensee”). The Licensor hereby grants to the Licensee a non-exclusive, NON-TRANSFERABLE, licence to use the Adobe Photoshop Lightroom 5 ACE Exam Aid (“the Software”) for a period of one year commencing from the date of purchase and subject to the following clauses:

1. In consideration for granting the licence and the use of the Software, the Licensee acknowledges to having paid the Licensor, or the Licensor’s authorised agent, the licence fee as set by the Licensor.
2. The Licensee acknowledges and agrees the Licensor is and remains the owner of all titles, rights, and interests in the Software.
3. The Licensee acknowledges and agrees that all copyrights in the Software, including but not limited to any images, photographs, animations, video, audio, music, text and “applets,” incorporated into the Software, the accompanying documentation and materials, and any copies of the Software, are owned by the Licensor.
4. The Licensee agrees NOT to make copies of the Software or allow copies of the Software to be made by others, unless authorised by this Licence agreement. Licensee may make copies of the Software only for backup purposes.
5. The Licensee may install the Software on more than one computer system, provided the Software will NOT be used simultaneously on more than one computer system. This clause is waived if the Licensee has purchased a Site Licence.
6. The Licensee agrees NOT to make the Software available for use through the Internet, on a Networked Computer (subject to acquiring a Site Licence), redistribute the Software, reverse engineer, decompile or disassemble the Software, rent, lease or lend the Software, nor create derivative works based upon the Software.
7. This Software is subject to a Limited Warranty when delivered on a physical medium. The Licensor warrants to the Licensee that the physical medium on which this Software is distributed is free from defects in materials and workmanship, provided it is stored correctly and not subjected to improper usage, and the Software will perform according to its printed documentation.
8. In case of a breach of the Limited Warranty, the Licensee’s exclusive remedy is as follows: the Licensee will return all copies of the Software to the Licensor, at the Licensee’s cost, along with proof of purchase (the Licensee may obtain a step-by-step explanation of this procedure, including a return authorisation code, by contacting the Licensor). At the Licensor’s discretion, Licensor will either send the Licensee a replacement copy of the Software, at the Licensor’s expense, or issue a full refund.
9. Notwithstanding the foregoing, THE LICENSOR IS NOT LIABLE TO THE LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENCE AGREEMENT OR THE LICENSEE’S USE OF THIS SOFTWARE.
10. The Licensee agrees to defend and indemnify the Licensor and hold the Licensor blameless from all claims, losses, damages, complaints, or expenses connected with or resulting from the Licensee’s business operations.
11. The Licensor has the right to terminate this Licence Agreement and the Licensee’s right to use this Software upon any material breach by the Licensee.
12. The Licensee agrees to return to the Licensor or to destroy all copies of the Software upon termination of the Licence.
13. This Licence Agreement is the entire and exclusive agreement between the Licensor and the Licensee regarding this Software. This Licence Agreement replaces and supersedes all prior agreements between the Licensor and the Licensee regarding this Software.
14. This Licence Agreement is valid without the Licensor’s physical signature. It becomes effective upon the earlier of the Licensee’s signature or of the Licensee’s use of the Software.