

END USER LICENCE AGREEMENT

Optivote[®] Software Site Licence

This Agreement outlines you and/or your organisation's rights and responsibilities as a holder of an Optivote site licence. Please read it carefully.

Definitions

The following definitions apply to the terms as they appear in this Agreement.

Organisation means the person or legal entity that has lawfully purchased or obtained the rights in this licence.

Site means a building, branch or head office or campus which is clearly identifiable by name or location and which is under the direction of a principal, headmaster, lead teacher, or director or board of the Organisation and is used for the purposes of the Organisation.

Employee means any person who has working, teaching or administrative duties at your site, is paid for those services, and spends more than 50% of the working day at your Site **OR** is a bona-fide employee of your organisation.

Associate means any person associated with your site that is not an Employee as defined above. Associates include customers, suppliers, students, parent volunteers, and local education department officials.

Software means any part of the computer program contained in this package. The term also includes copies of and updates to any part of the program.

Documentation means manuals and other support materials accompanying the Software, whether in printed or electronic form.

Period means the period of time that the licence is valid for as defined in the additional terms of licence.

Third Party means anyone not bound by this agreement.

Additional Terms of Licence

Additional terms relating to your licence will have been provided separately with your software. These terms will cover the Period for which the licence is valid, renewal terms and the details of the site or sites that the licence covers. These additional terms form a part of this agreement and must be interpreted accordingly. It is the Employee's responsibility to be aware of these additional terms of licence.

Copyright, Trademarks and Ownership

The Optivote Software and Documentation is a proprietary product of Voting Solutions Ltd and is protected by United Kingdom and foreign copyright laws. Voting Solutions Ltd retains the title to and ownership of the Software, which is licenced, not sold, to your Organisation. Optivote is a Registered Trademark belonging to Voting Solutions Ltd.

Licence

Voting Solutions Ltd grants all Employees at your Site a non-exclusive licence to use the Optivote Software for the Period of the licence. The licence is effective immediately upon accepting and installing the Software and is subject to the following terms and conditions.

An Employee may:

- Install the Software on any computer, including a computer network or server, stored at the Site.
- Install the Software on a single computer at the Employee's home on condition that is solely for the purposes of the Organisation.
- Use the Software to produce an unlimited number of printed documents, such as tests and worksheets.
- Produce Optivote electronic materials for use at the Site or the Employee's home.
- Produce Optivote electronic materials uploaded onto a public web site on condition that the Employee obtains all necessary permissions for any Third Party materials that are incorporated.
- Incorporate Third Parties materials within Optivote materials on conditions that the Employee is responsible for obtaining all necessary permissions.
- Produce Optivote electronic materials for use by a Third Party on condition that the Third Party is wholly responsible for obtaining all necessary permissions to use the materials.

Further, an Employee may:

- Copy any documents produced by the Software, provided the copies are distributed only to Employees and Associates.
- Copy any Documentation (electronic or otherwise) including this Agreement, quick reference charts, and installation notes on condition that the copies are for training purposes or for the purposes of ensuring that this agreement is complied with.

An Employee may not:

- Reverse engineer, translate, decompile, or disassemble the Software or decrypt any data proprietary to Voting Solutions Ltd without the permission of Voting Solutions Ltd.
- Place Software or Documentation on a network, Web site, or electronic bulletin board, if any person who is not licenced to use the Software may gain access to it.
- Distribute the Software or Documentation to any person who is not an Employee as defined in this agreement.
- Use the Software with handheld devices that are not approved by Voting Solutions Ltd.
- Use any of the handheld devices that may have been supplied with the Software with any other software without written approval from Voting Solutions Ltd.
- Rent, lease or export the software without the express permission of Voting Solutions Ltd.

Miscellaneous

This Site Licence is not transferable or assignable unless permission is expressly granted by Voting Solutions Ltd and the Software is properly registered to the new Site. In the event that a licence is transferred or assigned to a Third Party, all copies of the Software and Documentation at the previous Site must be destroyed or transferred to the new Site.

In the event that the Period of the Licence expires and is not renewed, all copies of the Software and Documentation at the Site must be destroyed.

An Employee's use of the Software is an acknowledgement that the Employee has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Furthermore, the Employee acknowledges a responsibility to share this Agreement with all other Employees who have Optivote systems or are given copies of the Software or Documentation.

Voting Solutions Ltd may terminate this Agreement at any time if an Employee or other person associated with the Organisation is in breach of any of the terms or conditions of this Agreement. Upon termination, Employees will immediately destroy all copies of the Software at the Site and at their homes and return original CDs and printed material to Voting Solutions Ltd.

Limited Warranty

Voting Solutions Ltd warrants the Software and Documentation to be free of defects in materials and workmanship for a period of one year from the purchase date. This warranty does not cover defects that result from accident, abuse, or misapplication. In all cases, Voting Solutions Ltd's total liability and the exclusive remedy of the Site is limited to the purchase price of the Software.

EXCEPT FOR THE LIMITED WARRANTY ABOVE, ALL SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE PERFORMANCE OF THE SOFTWARE, ITS MERCHANTABILITY, OR ITS SUITABILITY FOR A PARTICULAR PURPOSE. VOTING SOLUTIONS LTD SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF ACTIVITY, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE.

The laws of the United Kingdom govern this Agreement. It is the complete and exclusive statement of agreement between all parties and it supercedes all proposals, prior agreements, and other communications relating to the subject matter contained herein. Should you have any questions concerning this Agreement, please write to Voting Solutions Ltd, 8 Golden View Drive, Thwaites Brow, Keighley, West Yorkshire BD21 4SN or send an e-mail to Licencing@Optivote.com.