

THE COPYRIGHT LICENCE AGREEMENT

DEFINITION:

- (1) **The Licensor: L W L Ltd** of 33 Southwood Lane, Cheltenham, Gloucestershire, GL50 2QH
- (2) **The Learning Management System:** the online platform hosting electronic downloadable files and content which are subject to this Agreement, including but not limited to Shared Content Object Reference Model (SCORM) files.

BACKGROUND:

- A. The Licensor owns all proprietary rights in and to the copyrightable and/or copyrighted works available for use under the Learning Management System. The copyrighted works will collectively be referred to as "Works".
- B. The Licensor owns all rights in and to the Works and retains all rights to the Works, which are not transferred herein.
- C. The Licensor has agreed to grant a single-user licence authorising the use of the Works to an individual (the User) in accordance with the terms and conditions of this Agreement.

LICENCE

1. Grant of Licence

The Licensor owns the Works. In accordance with this Agreement, the Licensor grants the User a non-exclusive licence to Use the Works. Licensor retains title and ownership of the Works.

2. Payment

You agree to pay the Licensor a royalty (the Royalty). The Agreement will become effective on the date (the Effective Date) of receipt of the royalty payment. A plurality of single-user licences can be issued for a corresponding plurality of Users according to the scale of the Royalty. The plurality of single-user licences is granted in accordance with this Agreement.

3. Defaults on Agreement

If you fail to abide by the obligations of this Agreement, the Licensor reserves the right to cancel this Agreement by providing 30 days written notice to you.

4. Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

5. Amendment

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6. Modifications

Unless the prior written approval of the Licensor is obtained, the User may not modify or change the Works in any manner. The User shall not use the Works for any purpose that is unlawful or prohibited by the Terms of this Agreement.

7. Warranties

Neither party makes any warranties with respect to the Use of the Works by the other party or any third part, and you accept the Works 'as-is'. In no event will the Licensor be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Works.

8. Transfer of Rights

You shall not have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the Licensor is obtained.

9. Indemnification

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third part, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity will survive the termination of this Agreement.

10. Termination

This Agreement shall terminate automatically twelve months from the date of making payment of the Royalty.

- a. Upon termination of this Agreement, the User shall cease Use of the Works immediately and return or destroy all copies of the Works, unless a further Agreement is executed between the Licensor and you. The Licensor will have the right to verify the return or destruction of all copies of the Works.
- b. Termination of this Agreement shall not extinguish any of your obligations under this Agreement.

11. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. Third Party Rights

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement

13. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims).