

SONICA SPANISH SAMPLER LICENCE

This is a legal agreement between you ("Licensee") and RESEARCH MACHINES plc ("RM"), which expression shall include its subsidiaries, agents, successors and assigns. By accessing the extracts of the Sonica Spanish Software on this website ("Software"), the Licensee is agreeing to be bound by the terms of this Licence Agreement. If the Licensee does not agree to the terms of this Licence Agreement, the Licensee must not access the Software.

1. GRANT OF LICENCE

- 1.1 RM hereby grants to the Licensee a non-exclusive, non-transferable licence to Use the Software for the period the Software is accessible from this website. For the purposes of this Licence Agreement, "Use" shall mean and include the copying, transmitting or loading the same into the temporary memory (RAM) of a PC for the processing of the instructions or statements contained in such Software.
- 1.2 The Licensee may not copy the Software.

2. COPYRIGHT

The Software is owned by RM or its licensors and is protected by copyright laws and international treaty provisions. Therefore, the Licensee must treat the Software like any other copyrighted material (e.g. a book or musical recording).

3. LICENSEE'S UNDERTAKINGS

- 3.1 The Licensee undertakes not to perform any of the acts referred to in this clause 3.1 except to the extent and only to the extent permitted by law to the Licensee as a lawful User (*i.e.* a party with a right to Use) of the Software and only then for the specific limited purpose permitted by law or hereunder. The Licensee undertakes:
- 3.1.1 not to translate, adapt, vary, or modify the Software;
- 3.1.2 not to disassemble, decompile or reverse engineer the Software;
- 3.1.3 not to remove, obscure or alter any notice of patent, copyright, trademark or other proprietary notice on the Software;
- 3.1.4 not to sub-license, distribute, rent, lease, or otherwise transfer the Software;
- 3.1.5 not to make the Software accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;
- 3.1.6 not to Use the Software to attract customers away from RM or to procure commercial advantage over RM or to Use it in any other way which is likely to be directly or indirectly detrimental to RM or its business;
- 3.1.7 not to enable a third party to do any of the acts set out in this clause 3.1; and
- 3.1.8 within fourteen (14) days of the date of termination or discontinuance of this Licence Agreement (for whatever reason), to destroy the Software and all updates, upgrades or copies, in whole and in part, in any form including partial copies or modifications of the Software received from RM or made in connection with this Licence Agreement, and all documentation relating thereto and RM shall have the right to enter the Licensee's premises to retake immediate possession without the need for process or other legal action.

4. WARRANTY

- 4.1 The Licensee acknowledges that software in general, and the Software in particular, is not error-free and agrees that the existence of such errors shall not constitute a breach of this Licence Agreement.
- 4.2 To the extent permitted by law, RM disclaims all warranties with respect to the Software, either express or implied, including but not limited to any implied warranties or terms and conditions of satisfactory quality or fitness for any particular purpose. Specifically RM does not warrant that the functions mentioned in the Software will meet the Licensee's individual requirements.

5. RM'S LIABILITY

- 5.1 RM shall not be liable to the Licensee, whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Licence Agreement, the Software, its Use or otherwise, except to the extent that such liability may not be lawfully excluded. This exclusion shall also apply in the event that any exclusion or other provision contained in this Licence Agreement is held to be invalid for any reason and RM becomes liable for loss or damage that could otherwise have been excluded.
- 5.2 RM expressly excludes liability for indirect, special, incidental or consequential loss or damage which may arise in respect of the Software, its Use, the system on which the Software is installed or in respect of other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.
- 5.3 RM does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of RM, its employees, agents or authorised representatives.

6. INTELLECTUAL PROPERTY RIGHTS

The Licensee acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or Used in connection with the Software including but not limited to all documentation and manuals relating thereto, all images, animations, audio music and text incorporated into the Software remain the sole property of RM or its licensors. The Licensee agrees to immediately notify RM of any actual or suspected infringement and the Licensee also agrees not to Use any of RM's trademarks as any part of the name under which the Licensee conducts its business.

7. FORCE MAJEURE

RM shall be under no liability to the Licensee in respect of anything which, apart from this provision, may constitute breach of this Licence Agreement arising by reason of force majeure. Force majeure shall constitute any event that is beyond a party's reasonable control.

8. TERMINATION

- 8.1 In addition to provisions for termination as herein provided, RM may by notice in writing to the Licensee terminate this Licence Agreement if the Licensee is in breach of any term, condition or provision of this Licence Agreement or required by law and fails to remedy such breach (if capable of remedy) within thirty (30) days of written notice from RM specifying such breach.
- 8.2 Upon termination, the Licensee shall comply with its undertaking specified in clause 3.1.8 above.
- 8.3 Termination, howsoever or whenever occasioned shall be subject to any rights and remedies RM may have under this Licence Agreement or under law.

9. SEVERABILITY

In the event that any term, condition or provision of this Licence Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

10. NOTICES

Any notice required to be given under this Licence Agreement shall be in writing and (in the case of RM) shall be sent to RM's registered office (marked for the attention of the General Counsel) and (in the case of the Licensee) shall be sent to the last known address of the Licensee. All notices hereunder shall be sent by post and all notices shall be deemed served three (3) working days after the date of posting.

11. SURVIVAL

The provisions of clauses 3, 5, 6, 9 to 14 shall survive termination of this Licence Agreement.

12. ASSIGNMENT AND WAIVER

The Licensee shall not assign or otherwise transfer all or any part of the Software or this Licence Agreement without the prior written consent of RM. Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Licence Agreement nor prejudice that party's rights to take subsequent action.

13. ENTIRE AGREEMENT

This Licence Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter. Nothing in this clause shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or any innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance as the same as being fair and reasonable.

14. LAW

This Licence Agreement will be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.