

## PROMETHEAN

### PROMETHEAN AGREEMENT FOR MULTI-USER PROFESSIONAL LICENCE OF ACTIVINSPIRE

**TERRITORY:** The country in which Your principal place of business is located.

This Agreement is entered into between the organisation described in Box 1 of Annex 1 ("You" or "Licensee") and, if the Territory is the United States, Canada or any United States territory or possession, Promethean, Inc., if the Territory is the United Kingdom and in all other Territories, Promethean Limited ("Promethean").

1. **General** – This Agreement is applicable to the use of ActivInspire Software ("Software") as licensed to you pursuant to the Professional Licence ("the Licence") and will constitute the "Promethean Agreement" as referenced in clause 3.1 of the Licence.
2. **Payment** - The Agreement will commence on the date when you receive the Licence.
  - 2.1. In consideration of You undertaking to comply with the obligations set out in this Licence,, Promethean permits you to download install and use the Software subject to the terms of the Licence for the number of Users and at the Location(s) specified in Annex 1. The restriction set out in Clause 3.2 of the Licence as to the number of computers upon which the software may be loaded will not apply provided that the software may only be loaded onto computers owned by You at the Location. Individual Users are permitted to download, install and use the Software onto their own personal computer only for use away from the Location. Users are also permitted to operate the Software on any manufacturer's interactive whiteboard at the designated school training location for that User PROVIDED THAT the Software remains on their computer or a computer owned by You and is not downloaded onto any other computer within the designated school where the teaching practice is taking place.
  - 2.2. In the event that you have purchased the Software in conjunction with any of Promethean's Activboard, Activpanel or 25/32 set kits of Activexpression, and Activote devices ("Promethean Device") ("Related Purchase") there will be no additional fee payable for the Software and your consideration for the Licence will be the price paid for the Promethean Device. For the purposes of clause 5 of this Agreement and Clause 5 of the Licence the relevant fees will be the aggregate fees paid by you for the Promethean Device sold to you with the Software.
  - 2.3. In the case of a Related Purchase, you will be licenced as a single user only so that the Software may only be used in connection with the Promethean ActivBoard or Promethean ActivPanel which is purchased. In the case of a Related Purchase of Activexpression and Activote kits then you will be licenced to use the Software with [one ]Promethean Activboard[s] only .A multi user licence will be required if the Software provided with a Related Purchase is to be used in connection with either any whiteboards other than Promethean whiteboards or any Promethean Device other than the Promethean Device purchased as a Related Purchase.
3. **Change of Circumstance** – In the event of any change in the nature of your organisation which may require additional users to make use of the Licence you must contact Promethean as soon as reasonably practicable.
4. **Support of the Software** – Clause 8.1 of the Licence provides for a 90 day standard support of the Software. Additional support may be purchased from Promethean.
5. **LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PROMETHEAN NOR ITS THIRD PARTY LICENSORS OR SUPPLIERS WILL BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE USE OR PERFORMANCE OF SOFTWARE, EVEN IF NOTICE HAS BEEN GIVEN OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF PROMETHEAN AND ITS THIRD PARTY LICENSORS AND SUPPLIERS FOR DIRECT DAMAGES WILL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU FOR THE AFFECTED SOFTWARE; PROVIDED, HOWEVER, IF THE SOFTWARE WAS PROVIDED AT NO CHARGE TO YOU, THE LIABILITY OF PROMETHEAN AND ITS THIRD PARTY LICENSORS AND SUPPLIERS FOR DIRECT DAMAGES SHALL BE LIMITED TO:
  - 5.1. the sum of £10.00 (ten pounds sterling) if the Software is provided to You in the United Kingdom; or
  - 5.2. the sum of \$10.00 (ten US Dollars) if the Software is provided to You in the United States or Canada or any United States territory or possession; or
  - 5.3. the sum equivalent to \$10.00 (ten US Dollars) in the country in which the Software was provided to You, in the case of any other country

6. **Term and Termination** - This Agreement is be effective upon acceptance by You in accordance with the terms set forth herein and will terminate upon the earlier of:
  - 6.1. such time as You permanently discontinue use of the Software; or
  - 6.2. the date of any breach of the terms of the Licence by You (in which case this Agreement will automatically terminate).
  - 6.3. The Limitation of Liability and Payment sections of this Agreement shall survive any termination of this Agreement.
7. **Assignment.**
  - 7.1. You will not transfer or assign this Agreement without Promethean's prior written consent, and any attempt to do so without such consent will be void and of no effect.
  - 7.2. Promethean may assign this Agreement to any affiliate of Promethean at any time during the term.
  - 7.3. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
8. **Complete Agreement.** This Agreement together with the Licence constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by Promethean. The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English.
9. **Governing Law.**
  - 9.1. If the Territory is the United States or Canada or any United States territory or possession, this Agreement, any dispute arising under or which is related to this Agreement (whether in contract, tort or otherwise), and the validity, performance and interpretation of this Agreement will be governed by and construed in all respects under, the laws of the State of Georgia without giving effect to its conflicts of law principles.
  - 9.2. If the Territory is in any other country, this Agreement shall be governed by English law and all disputes shall be subject to the exclusive jurisdiction of the English courts.
  - 9.3. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.
10. **Severability.** If any of the provisions in this Agreement are held to be in violation of applicable law, then such provisions are hereby waived or amended to the extent necessary to achieve the same economic effect for this Agreement to be enforceable in such jurisdiction and the rest of the agreement shall remain in full force and effect.
11. **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

# ANNEX 1

## Scope of the Licence

**Box 1 shall contain the details of the organisation which holds the Licence and the Location where the Software is to be used. If the Location involves the right for all schools in a country, state or district to use the Software (“a Community”) then Box 2 need not be completed.**

Box 1

-Name and Address of Organisation Holding the Licence	
-Name and Address of the Location where the users of the Software are situated (If a State or District please state “all Schools” or list which Districts and Schools are Licensed)	

BOX 2

For use only where one or more schools but not a Community are being Licenced.

Number of users licensed at the Location (as set out in Box 1 above)	
Name of School	Number of Users
1	
2	
3	
4	
5	
6	
7	