End User License Agreement

A product provided by:

1 **End User License Agreement (EULA) for NOVELLA**

1.1 You have been nominated as an authorised user by a Customer.

1.2 This End User License Agreement ("**Agreement**") is a legal agreement between you, the authorised user ("**User**"), and **ON TRACK LEARNING LIMITED**, a company registered in England and Wales with company number 09735335 and with its registered office at Midsummer House, Crooked Lane, Kirk Hammerton, York, YO26 8DG ("**Supplier**").

1.3 By accessing or using Novella ("the **Software**"), you agree to be bound by the terms of this Agreement. **If you do not agree to these terms, do not use the Software.**

2 **Grant of License**

2.1 Supplier grants the User a non-exclusive, non-transferable, revocable license to access and use the Software solely for the internal business purposes of the Customer who has authorised the User ("**Customer**").

2.2 This license is granted subject to the Customer maintaining an active subscription with the Supplier for the Software and the User's nomination as an authorised user.

3 **User Obligations**

3.1 The User agrees to use the Software only as authorised by the Customer and in accordance with the terms of this Agreement.

3.2 The User shall not:

3.2.1 Use the Software for any illegal purposes or in a manner that violates any applicable law or regulation.

3.2.2 Use the Software to store, access, publish, disseminate, distribute or transmit any material which:

a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

b) facilitates illegal activity;

c) depicts sexually explicit images;

d) promotes unlawful violence;

e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

3.2.3 Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software.

3.2.4 Modify, adapt, or create derivative works based on the Software.

3.2.5 Rent, lease, lend, sell, redistribute, or sublicense the Software.

3.2.6 Use the Software to develop any competing software.

3.3 Without prejudice to clause 6.1, the Supplier shall, at its absolute discretion, suspend or terminate the User's access to the Software if it has reasonable ground to suspect that the User is in breach of any of this clause 3.

4 **Intellectual Property**

4.1 The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All rights, title, and interest in and

to the Software, including all intellectual property rights, are and shall remain with the Supplier.

4.2   The User acknowledges that no title to the intellectual property in the Software is transferred to the User.

5   Data Privacy and Security

5.1   The Supplier will handle any personal data provided by the User in accordance with the Supplier's Privacy Policy which is accessible at www.Novellalearning.com or which can be made available on request.

5.2   The User is responsible for maintaining the confidentiality of their login credentials and is fully responsible for all activities that occur under their account. The User agrees to immediately notify the Supplier of any unauthorised use of their account or any other breach of security.

6   Termination

6.1   This Agreement is effective until terminated. The User's rights under this Agreement will terminate automatically without notice from the Supplier if the User fails to comply with any term(s) of this Agreement or when the Customer's subscription terminates.

6.2   Upon termination of this Agreement, the User must cease all use of the Software and destroy all copies, full or partial, of the Software.

7   Disclaimer of Warranties

7.1   The Software is provided "AS IS" and "AS AVAILABLE" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

7.2   The Supplier does not warrant that the Software will meet the User's requirements or that the operation of the Software will be uninterrupted or error-free.

7.3   The User acknowledges that they have given no consideration to the Supplier for their use of the Software and that the Supplier's contract and liability for provision of the Software is with the Customer.

8   Limitation of Liability

8.1   In no event shall the Supplier be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software, even if the Supplier has been advised of the possibility of such damages.

8.2   The Supplier's total liability to the User for all damages, losses, and causes of action (whether in contract, tort, or otherwise) shall not exceed the amount paid by the Customer, if any, for the Software during the twelve (12) months immediately preceding the claim.

8.3   The Supplier shall not be liable to the User for any liability arising due to:

8.3.1   the User's failure to comply with any instructions on the use of the Software provided by either the Supplier or the Customer; or

8.3.2   any failure by the Customer to provide proper instruction on the use of the Software;

8.3.3   any withdrawal of the User's authorisation as a user by the Customer.

9   **Miscellaneous**

9.1   If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.2   This Agreement constitutes the entire agreement between the User and the Supplier concerning the subject matter hereof and supersedes all prior or contemporaneous understandings regarding such subject matter.

9.3   No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or any other provision, and the Supplier's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

10   **Governing Law**

10.1   This Agreement shall be governed exclusively by the laws of England and Wales

10.2   Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

By clicking "I Agree" or by accessing or using the Software, the User acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement.

On Track Learning Limited trading as Novella.