

THRIVE FTC MULTIPLE USER ONLINE LICENCE

This multiple user online licence (**Multiple Licence**) is a legal agreement between you (**Licensee** or **you**) and Fronting the Challenge Projects Limited (**Licensor, us** or **we**) for the Thrive Computer Programme (**Online Resource**), which includes associated software components and electronic and physical documentation (**Documentation**).

You have purchased a number of assessment credits and are permitted to allocate these to the Organisations. The Organisations will be able to appoint Account Holders who will be entitled to use the assessment credits.

1. DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this Multiple Licence:

“Account Holders” the individuals appointed by you or the Organisations who are permitted to use the assessment credits.

“Information” means any or all:

- (a) Technical, financial and/or other information in whatever form (including without limitation, written, oral, visual or electronic form) which is proprietary to the Licensor which may include without limitation, intellectual property rights, trade secrets, analyses, compilations, studies, software specifications and functions, source and object codes, designs, drawings, logic diagrams, flow charts, devices, designs, methods, techniques, processes, discoveries and improvements, business and marketing plans and methods; or
- (b) Operating information, which is (a) either non-public, confidential or proprietary in nature, and (b) disclosed and/or made available to the Licensee and/or any of its employees, agents or sub-contractors orally and/or in written, hard copy and/or electronic form by learned observation or otherwise.

“Initial Support Period” the period of 3 calendar months commencing on the date on which the Online Resource is first used.

“Licence Key Activation Number” the code number that will be supplied by the Licensor or its supplier upon purchase of a Multiple Licence to use Online Resource.

“Multiple Licence Administrator” the representative appointed to act on behalf of the Licensor.

“Normal Working Hours” the hours 9:00 am to 5:00 pm UK time, Monday to Friday, except English Bank Holidays.

“Organisations” the organisations to whom you will allocate the assessments.

“Training” the training services provided by the Licensor as part of this Multiple Licence.

“Training Documentation” the training materials provided by the Licensor in connection with the training.

2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of payment by you of the licence fee and you agreeing to abide by the terms of this Multiple Licence, the Licensor grants you an annual non-exclusive, non-transferable licence to use (and permit the Organisations and Account Holders to use) the Online Resource.

3. LICENCE KEY ACTIVATION NUMBERS

3.1 You will be issued with a Licence Key Activation Number that will allow you to access certain parts of our site. You will be able to set up separate accounts for the Organisations each of who will have Account Holders.

3.2 Your Licence Key Activation Number will be credited with the number of assessments set out on the front sheet.

- 3.3 You will be able to allocate the assessments to Organisations as you decide.
- 3.4 You are responsible for ensuring that the Licence Key Activation Number and usernames and passwords for the Account Holders are kept confidential and are not shared with anyone else.
- 4. MULTIPLE LICENCE ADMINISTRATOR**
The Multiple Licence Administrator is to be our first point of contact and will liaise with us in all matters relating to the Online Resource. You shall notify us immediately if there is any change of the Multiple Licence Administrator.
- 5. ADDITIONAL ASSESSMENTS**
If you want to purchase additional assessments, you must contact us in accordance with clause 15 below.
- 6. LICENSEE'S UNDERTAKINGS**
- 6.1 Except as expressly set out in this Multiple Licence or as permitted by any local law, you undertake:
- (a) Not to rent, lease, sub-license or loan the Online Resource;
 - (b) Not to copy, adapt, vary or modify any part of the Documentation or Training Documentation;
 - (c) Not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Online Resource;
 - (d) To supervise and control use of the Online Resource and ensure that the Online Resource is used in accordance with the terms of this Multiple Licence; and
 - (e) That you will treat the Information disclosed and will require all employees, agents or sub-contractors to also treat it as confidential and not disclose the Information to any third party or use it in any way other than in connection with this Multiple Licence. You agree to use all reasonable efforts means to preserve the secrecy and confidentiality of the Information. For the avoidance of doubt "reasonable efforts" shall mean efforts, which are equivalent to these which you use to protect its own data of a similar nature, but not less than reasonable care.
- 7. TRAINING**
- 7.1 The Licensor shall provide Training for 2 working days to up to 20 people selected by the Licensee in consideration of the licence fee.
- 7.2 Any additional training required by the Licensee required by the Licensee may be provided by the Licensor at the Licensor's standard training rates then in force.
- 7.3 The Training shall be carried out at the location agreed between the Licensor and Licensee.
- 8. TRAINING DOCUMENTATION**
- 8.1 The Licensor shall provide to the Licensee with one copy of the Training Documentation in connection with the training.
- 8.2 The Licensee may make such further copies of the Training Documentation as are reasonably necessary for training the Account Holders on use of the Online Resource.
- 9. SUPPORT**
- 9.1 Support services, by way of email alone, will be provided during Normal Working Hours for the Initial Support Period.
- 9.2 Further support may be purchased from the Licensor at the rate set out on our website from time to time.
- 9.3 The Licensor's technical support staff will endeavour to answer by email any queries from the Account Holders who have completed the Training during the Initial Support Period or any additional period for which support fees have been paid. For email support please contact info@thriveftc.com between Normal Working Hours. Problems that cannot be resolved by email support will be referred to one of our suppliers.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 You acknowledge that all intellectual property rights in the Online Resource, the Documentation and the Training Documentation, including any trade mark belong to the Licensor, that rights in the Online Resource are licensed (not sold) to you, and that you have no rights in, or to, the Online Resource, the Documentation or the Training Documentation other than the right to use them in accordance with the terms of this Multiple Licence.

11. LIMITED WARRANTY

The Licensor warrants that for a period of 90 days from the date you first use the Online Resource (**Warranty Period**), the Online Resource will, when properly used, perform substantially in accordance with the functions described in the Documentation (**Limited Warranty**).

12. LICENSEE'S REMEDIES

12.1 The Licensor's entire liability and your exclusive remedy shall be repair of the Online Resource that does not meet the Limited Warranty. The Limited Warranty is void if failure of the Online Resource has resulted from accident, abuse, or misapplication. Any repair of the Online Resource will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

12.2 This Multiple Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Online Resource, the Documentation and Training Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Multiple Licence. Any condition, warranty, representation or other term concerning the supply of the Online Resource, the Documentation or Training Documentation which might otherwise be implied or incorporated into this Multiple Licence, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

12.3 In no event shall the Licensor or its suppliers be liable for any damages whatsoever including, without limitation, loss of income; loss of business profits or contracts; business interruption; loss of the use of money or anticipated savings; loss of information; loss of opportunity, goodwill or reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

12.4 Nothing in this Multiple Licence shall limit or exclude the liability of the Licensor for death or personal injury resulting from negligence, fraud, and fraudulent misrepresentation.

13. TERMINATION

13.1 The Licensor may terminate this Multiple Licence immediately by written notice to you if you:

(a) Commit a material or persistent breach of this Multiple Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or

(b) Become insolvent, bankrupt or unable to pay your debts when they fall due.

13.2 Upon termination for any reason all rights granted to you under this Multiple Licence shall cease.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1 You may not transfer, assign, charge or otherwise dispose of this Multiple Licence, or any of your rights or obligations arising under it, without our prior written consent.

15. NOTICES

All notices given by you to us must be given to Fronting the Challenge Projects Limited at sales@thriveftc.com. We may give notice to you at either the e-mail or postal address you provided to us when purchasing the Online Resource.