

TERMS AND CONDITIONS RELATING TO THE USE OF SOFTWARE ("THE CONDITIONS")

("Acorn Computers Ltd Licence Agreement")

Important note to the purchaser and/or user of this pack and the products contained in it

This document contains certain conditions ("the Conditions") which limit and relate to the use of the products contained in this pack ("the Products"). Whether you are the purchaser of the pack or a user of the Products you must satisfy yourself that you accept the Conditions before you buy or use any of the Products. Please note in particular that if you do not accept the Conditions, you will not be able to make any copies at all (not even back-up copies) of the Products without infringing the copyright of Acorn Computers, (and in some instances the copyright of Acorn Computers' licensors).

If you buy this pack without having accepted the Conditions beforehand you can either:

- 1) accept the Conditions immediately and take advantage of the rights they give to make back-up copies; or
- 2) (if you bought this pack from Acorn Computers or an authorised Acorn supplier) return the pack (together with the receipt for its purchase) to Acorn Computers care of Vector Marketing Ltd., London Road, Wellingborough, Northants within seven days of purchase and get a refund of the price you paid for the Pack and the Products; or
- 3) use (but not make any copies of) the Products.

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1 USE OF DEFINITIONS

In these Conditions ("the Conditions") definitions have been given to the following terms: the Pack, the Products, the Original Software, Copy Software, the Material, third party, Acorn Computers, the Purchaser and these definitions are set out in paragraph 5 of the Conditions. The Conditions are to be interpreted in accordance with the definitions given to these terms.

2 GENERAL

- 1) Acorn Computers gives no licence to copy the Original Software except in accordance with the Conditions. Any breach of the Conditions will entitle Acorn Computers to terminate all licences and withdraw all rights granted thereunder with immediate effect.
- 2) The rights conferred by the Conditions are personal to the Purchaser (including any person who is deemed to be the Purchaser by virtue of Condition 3(4)) and they may not be granted, assigned or sub-licensed to a third party except in accordance with the Conditions.
- 3) No amendments to the Conditions shall be valid unless made in writing and signed by a director of Acorn Computers Limited.

3 USE OF THE PRODUCTS

- 1) The Material upon which the products are based is the subject of copyright and other industrial and intellectual property rights. These rights are owned by Acorn Computers and (in certain cases) by Acorn Computers' licensors. Acorn Computers and (where applicable) its licensors will allow the Purchaser:
 - a) to use and otherwise deal with the Products in any manner which does not infringe the rights of Acorn Computers or its licensors (but always subject to the Conditions); and
 - b) in the case of Original Software contained on magnetic media (e.g. disc or cassette) to copy the Original Software (but always subject to the Conditions) provided that such Copy Software:
 - (i) is made to fulfil the reasonable requirements of the Purchaser for installation, back-up or modification purposes only; and
 - (ii) is made such that no more than five sets of Copy Software are held (or deemed to be held) by the Purchaser at any one time for each set of Original Software held by the Purchaser; and
 - (iii) is made only for use on the microcomputer on which the Original Software is or would have been used; and
 - c) in the case of Original Software contained on ROM to copy the Original Software (but always subject to the Conditions) and provided that such Copy Software:
 - (i) is made on disc or cassette (and not ROM or EPROM) and for use with the processor and operating system used with the microcomputer on which the Original Software is or would have been used; and
 - (ii) is made such that no more than two sets of Copy Software are held (or deemed to be held) by the Purchaser at any one time for each set of Original Software held by the Purchaser; and
 - (iii) is not used simultaneously with the Original Software or any other Copy Software.

- 2) If the Purchaser wishes to substitute Copy Software for the Original Software, then on such substitution the Purchaser must destroy the Original Software immediately. In such a case the appropriate example of the Copy Software will be deemed to be the Original Software.
- 3) Ownership of the Products (including the Original Software and any Copy Software) must not pass from the Purchaser to any third party unless either:
 - a) The Products (including the Original Software and any Copy Software) in which ownership is being transferred are for use on the Purchaser's microcomputer in which case the Products (including the Original Software and any Copy Software) will be deemed still to be held by the Purchaser and the Purchaser shall continue to be responsible for observance of the Conditions; or
 - b) the Purchaser obtains the agreement of any third party to whom ownership of the Products (including the Original Software and any Copy Software) is transferred to accept and abide by the Conditions. In such a case:
 - (i) the Purchaser must transfer to the third party the Original Software and either transfer to the third party or immediately destroy all the Copy Software; and
 - (ii) confirm to that third party that all the Copy Software has been so transferred or destroyed.
- 4) If the conditions specified in paragraph (3) (b) above are met, Acorn Computers will allow that third party to use, copy, transfer and otherwise deal with the Original Software as specified in the Conditions as if that third party were the Purchaser.
- 5) If the Products are loaned, hired out or otherwise caused to leave the possession of the Purchaser at a time when the Purchaser retains ownership of the Products then the Products (including the Original Software and any Copy Software) will be deemed still to be held by the Purchaser and the Purchaser shall continue to be responsible for observance of the Conditions.

4 LIABILITIES

- 1) The licence granted hereunder is solely a licence enabling the Purchaser to perform certain acts which would otherwise constitute an infringement of copyright and does not form part of any contract between Acorn Computers and the Purchaser or any third party for the sale or supply of any goods or services. Accordingly the Conditions shall not be deemed to contain any implied obligations on the part of Acorn Computers concerning the description, quality or fitness for any particular purpose of the Pack or the Products.
- 2) The granting of any licence or right under the Conditions shall not be taken to imply any warranty from Acorn Computers that any copies made pursuant to such licence or right will be sufficient either in number or quality for the purposes of the Purchaser or any third party; nor shall any representation be implied concerning any technical problems to be overcome in making copies or concerning the suitability of any particular storage medium. In no circumstances can Acorn Computers be held liable for any losses arising out of the exercise of any such licence or right.

5 DEFINITIONS

In these Conditions ("the Conditions") the following expressions shall have the meaning set opposite, namely:

- "the Pack" means each or any pack marketed or sold by or on behalf of Acorn Computers containing one or more of the Products and containing or referring to the Conditions
- "the Products" means
(i) those ROMs cassettes floppy discs or other storage media marketed or sold by or on behalf of Acorn Computers; and
(ii) instruction manuals and all other products items documents or things relating to the items described in (i); and
(iii) (where the context so admits) back-up and modified copies of the items described in (i)
- "the Original Software" means those original ROMs, cassettes, floppy discs, or other storage media containing software marketed or sold by or on behalf of Acorn Computers
- "Copy Software" means any ROM, cassette, floppy disc or other storage medium containing software which has been copied (whether directly or indirectly) from the Original Software and includes copies which are identical to and copies which have been modified from or are otherwise based on the Original Software
- "the Material" means
(i) computer programs and programming systems; and
(ii) designs, specifications, listings, instruction manuals and other documents relating to the items described in (i) or to any other of the Products contained in the Pack and where the context so admits shall include:
a) both present and future copyright and other intellectual property rights in or associated therewith and owned by or licensed to Acorn Computers; and
b) improvements, adaptations or translations thereof
- "third party" means any person, firm or company other than Acorn Computers and the Purchaser
- "Acorn Computers" means Acorn Computer Group plc and/or any subsidiary holding or associated company (all as defined in the Companies Act 1985) from time to time and where the context so admits includes:
i) its suppliers of each or any of the Products
ii) its licensors (if any) of each or any part of the Material
- "the Purchaser" means the first purchaser of the Pack or the Products from Acorn Computers or its authorised dealers or distributors and any third party who is to be treated as the Purchaser by virtue of Condition 3(4)

6 LAW AND JURISDICTION

The construction, validity and performance of the Conditions and matters relating to them shall be governed in all respects by English law. Acorn Computers and the Purchaser agree to submit to the exclusive jurisdiction of the English Courts.