



LICENCE AGREEMENT

1 INTRODUCTION

1.1 This Agreement is made between:

- (1) Great2Run Limited (Company Number 05125643) whose registered office is at Newcastle House, Albany Court, Monarch Road, Newcastle Upon Tyne, NE4 7YB ("Great2Run") and
- (2) the user ("you"), the person whose details are set out on the order page.

1.2 Please read this Agreement carefully before placing an order and downloading the On Track software and applicable documentation ("the Software") as they contain important information about your rights and obligations.

1.3 By choosing the "I accept" option you acknowledge that you have read, understand and agree to be bound by the terms of this Agreement. If you do not agree with any of the terms of this Agreement you will not be able to purchase On Track.

2 LICENCE

2.1 In consideration of the payment of the fees by you, Great2Run hereby grants you a non-exclusive non-transferable licence to install and use one copy of the Software on a single computer for your own personal use.

3 RESTRICTIONS ON USE

3.1 You may not copy the Software with the exception of making one copy of the Software onto hard disk or other permanent storage media solely for backup and recovery purposes. Such copy shall in all respects be subject to the terms and conditions of this Agreement.

3.2 You shall not copy any written documentation accompanying the Software.

3.3 You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software on all authorised copies.

3.4 You shall not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software except to the extent expressly permitted by any applicable local laws.

3.5 You may not rent, lease, sub-license, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of Great2Run.

3.6 You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.

3.7 You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorised means.

3.8 Great2Run is not obliged to provide maintenance, support, or updates to you for the Software.

4 INTELLECTUAL PROPERTY RIGHTS

The copyright, patents, trade marks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of Great2Run or its suppliers/licensors and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.

5 TERMINATION

This Agreement is effective until terminated. This Agreement will terminate automatically if you fail to comply with any provision of this Agreement. Upon notice of termination from Great2Run you shall forthwith cease using the Software and destroy or irretrievably delete all copies of the Software in your possession or control.

6 NO WARRANTY

- 6.1 You acknowledge and agree that the Software is provided on an "as is" basis without warranty of any kind. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Software and is compatible with the Software. You also understand that Great2Run cannot and do not guarantee or warrant that the Software will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks).
- 6.2 To the maximum extent permitted by law, Great2Run expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including but not limited to warranties of quality, performance, satisfactory quality or fitness for a particular purpose.

7 LIMITATION OF LIABILITY

- 7.1 Nothing in this Agreement shall limit Great2Run's liability for:
- 7.1.1 fraud or other criminal act;
 - 7.1.2 personal injury or death caused by our negligence;
 - 7.1.3 any other liability that cannot be excluded by law.
- 7.2 Subject to **Clause 7.1**, Great2Run accepts no liability whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damage including but not limited to damage due to viruses which may affect your computer equipment, software, data or other property belonging to you or other third parties on account of your downloading and/or using the Software, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to Great2Run.
- 7.3 Except as provided in **Clause 7.1**, Great2Run's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.
- 7.4 Any statutory rights that you may have as a customer are not affected.

8 SEVERABILITY

If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

9 THIRD PARTY RIGHTS

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

10 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.

11 NOTICES

- 11.1 All notices shall be given:
- 11.1.1 to Great2Run Limited via e-mail at info@great2run.org
 - 11.1.2 to you at either the e-mail or postal address you provide during any ordering process.
- 11.2 Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

12 GOVERNING LAW

This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

Last updated 18th September 2006