

# Voyager e-Book Reader End User Licence Agreement

## 1. BACKGROUND

- 1.1. This end user licence agreement (“**Licence**”) is a legal agreement between you, acting on behalf of a legal entity (“**you**”) and **VOYAGER WORLDWIDE (UK) LIMITED**, a company incorporated in England and Wales (company number: 8190145) having its registered office at 71-75 Shelton Street, London WC2H 9JQ (“**us**” or “**we**” or “**Voyager Worldwide**”) for the use of our E-Book Reader (“**Reader**”) which includes the software and data supplied with such Reader together with all related documentation.
- 1.2. Use of the Reader is on the basis of this Licence. We do not sell the Reader to you and we remain the owners (or licensors) of the Reader at all times.
- 1.3. By using the Reader you agree to the terms of this Licence. You may also be required to agree to the terms of an end user license with any third party who supplies any publication that you are accessing via the Reader.
- 1.4. If you do not agree to the terms of this Licence, we will not license the Reader to you. You must cease using the Reader.

## 2. GRANT AND SCOPE OF LICENCE

- 2.1. We hereby grant to you a limited, non-exclusive, non-transferable licence to use Reader on the terms and conditions set out in this Licence. You may:
  - 2.1.1. use Reader for your own internal business requirements only to read publications bought from us; and
  - 2.1.2. receive and use any upgrades to the Reader as may be provided by us from time to time.

## 3. RESTRICTIONS

- 3.1. Except as expressly set out in this Licence or as permitted by any local law, you undertake:
  - 3.1.1. not to copy the Reader (except where as is permitted under this Licence) unless where such copying is incidental to normal use of the Reader or where it is necessary for the purpose of back-up or operational security;
  - 3.1.2. not to use the Reader to create a commercial product or service or directly for revenue making purposes;
  - 3.1.3. not to rent, sell, lease, sub-license, loan, translate, merge, adapt, vary or modify the Reader;
  - 3.1.4. not to make alterations to, or modifications of, the whole or any part of Reader nor permit the Reader or any part of it to be combined with, or

become incorporated in, any other programs, save as envisaged by the functionality of the Reader;

- 3.1.5. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Reader nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of a Service with another software program, and provided that the information obtained by you during such activities:
  - 3.1.5.1. is used only for the purpose of achieving inter-operability of a Service with another software program;
  - 3.1.5.2. is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
  - 3.1.5.3. is not used to create any software which is substantially similar to a Service;
- 3.1.6. to ensure that Reader is used by your employees in accordance with the terms of this License.

## 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. You acknowledge that:
  - 4.1.1. all intellectual property rights in the Reader throughout the world belong to us or our licensors and no title passes to you with respect to the Reader or the media on which they reside;
  - 4.1.2. rights in the Reader are licensed (not sold) to you; and
  - 4.1.3. you have no rights in, or to, the Reader other than the right to use it in accordance with the terms of this Licence; and
- 4.2. You acknowledge that you have no right to have access to any software in the Reader in source code form or in unlocked coding or with comments.

## 5. LIMITATION OF LIABILITY AND INDEMNITY

- 5.1. You acknowledge that the Reader has not been developed to meet your individual requirements and that it is therefore your

responsibility to ensure that it meets your requirements.

- 5.2. We only supply the Reader for use by you and you agree not to use it for any re-sale purposes.
- 5.3. We will not be liable for any loss or damage caused by viruses or other harmful material which may infect your computer equipment, programs or data due to use of the Reader.
- 5.4. We shall not under any circumstances whatsoever, be liable to you, whether in contract, delict/tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence for:
  - 5.4.1. loss of profits, sales, business, or revenue;
  - 5.4.2. business interruption;
  - 5.4.3. loss of anticipated savings;
  - 5.4.4. loss or corruption of data or information;
  - 5.4.5. loss of business opportunity, goodwill or reputation; or
  - 5.4.6. any indirect or consequential loss or damage.
- 5.5. Subject to clause 5., our maximum aggregate liability and the maximum liability of each of our suppliers to you under or in connection with this Licence whether in contract, /tort (including negligence) or otherwise, shall in all circumstances be limited to £5.
- 5.6. Nothing in this Licence shall limit or exclude liability for:
  - 5.6.1. death or personal injury resulting from negligence;
  - 5.6.2. fraud or fraudulent misrepresentation;
  - 5.6.3. any other liability that cannot be excluded or limited by English law.
- 5.7. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Reader The Reader is provided "as is" and, except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, which are either given or are binding on us or any supplier. Any condition, warranty, representation or other term concerning the supply of the Reader which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law, including but not limited to any condition, warranty or representation that the operation of the Reader will be uninterrupted or error free.
- 5.8. You agree to indemnify us and our suppliers against all damages, claims (including, without limitation, third party claims made against us), losses, costs, demands and expenses including legal expenses (including, without limitation, loss or damage to property or death or personal injury of any person) suffered or payable by us and/or our suppliers as a result of your use of the Reader , your breach of any of the terms of this EULA and/or your negligent acts or omissions.

## 6. TERMINATION

- 6.1. We may terminate this Licence in whole or in part immediately by written notice to you if:
  - 6.1.1. you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days

after the service of written notice requiring you to do so;

- 6.1.2. you fail to pay any valid invoice we raise relating to the Reader in accordance with the stated payment terms or
- 6.1.3. a third party supplier requires us to do so.
- 6.2. Upon termination or expiry for any reason:
  - 6.2.1. all rights granted to you under this Licence shall cease;
  - 6.2.2. you must cease all activities authorised by this Licence; and
  - 6.2.3. you must immediately delete or remove any access to the Reader as applicable, from all computer equipment in your possession or control;
  - 6.2.4. In the event of termination in part, this clause 6.2 shall apply only in relation to the terminated rights.

## 7. EXPORT CONTROL REGULATION

- 7.1. You shall not export, directly or indirectly, the Reader or any related data in breach of any applicable export control laws or regulations (including United States export laws and regulations). You may not use the Reader if you are a person specifically targeted under OFAC sanctions or located in a country or region subject to comprehensive OFAC sanctions. You must obtain all appropriate licenses, permits and consents to use the Reader.

## 8. OTHER IMPORTANT TERMS

- 8.1. Unless specifically agreed in writing by us, nothing in this Licence requires us to provide maintenance, upgrades or any other services of any kind.
- 8.2. We may vary the terms and conditions of this Licence at any time without prior notice.
- 8.3. We may withdraw or change the Reader at any time without prior notice.
- 8.4. We may transfer our rights and obligations under this Licence to another organisation but this will not affect your rights or our obligations under this Licence.
- 8.5. This Licence and any document expressly referred to in it constitute the entire agreement between you and us relating to the Reader. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Licence or any document expressly referred to in it
- 8.6. If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
9. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. Both Parties agree to submit to the exclusive jurisdiction of the English courts.