

End User Licence Agreement

Please read before installing or otherwise using

Driving Test Success Practical

By installing the software on the enclosed CD-ROM (the “Software”) on any computer, or otherwise using the Software, you agree that any use of the Software is subject to the terms of this End User Licence Agreement (this “Agreement”). If you do not agree to these terms please do not install or otherwise use the Software and [return the Software unused in its packaging, together with all of its documentation, to the place of purchase for a refund].

The copyright in the Software and its associated documentation is owned by FOCUS Multimedia Ltd, The Game Creators Ltd and Imagitech Ltd (together "the Owner"). All Rights Reserved. By installing or otherwise using the Software, you (an individual or legal entity) agree with the Owner to be bound by the terms of this Agreement which will govern your use of the Software and your limited right to exploit a part of the Software.

1. Licence

1.1 You are permitted on a non exclusive basis to:

- (a) load the Software into and use it on a single computer which is under your control;
- (b) transfer the Software from one computer to another provided it is used on only one computer at any one time;
- (c) use the Software on a computer network provided you have purchased such number of copies of the Software equal to the maximum number of copies of the Software in use on that network at any one time;
- (d) make a copy of the Software for back-up purposes only in support of the permitted use. The copies must reproduce and include the Owner's copyright notice; and
- (e) subject to section 1.2(d) below, transfer the Software (complete with all its associated documentation) and the benefit of this Agreement to another person provided he has agreed to accept the terms of this Agreement and you contemporaneously transfer all copies of the Software you have made to that person or destroy all copies not transferred. If any transferee does not accept such terms then this Agreement shall automatically terminate. The transferor does not retain any rights under this Agreement in respect of the transferred Software.

- 1.2 You are not permitted:
- (a) to load the Software on to a network server for the purposes of distribution to one or more other computer(s) on that network or to effect such distribution (such use requiring a separate licence);
 - (b) except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly required to be permitted by law, to rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation or use, reproduce, exploit or deal in the Software or any part of it in any way;
 - (c) to sub-license any right granted to you in this Agreement unless expressly permitted to do so by the Owner in writing.
- 1.3 To the extent that local law gives you the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other computer programs, the Owner undertakes to make that information readily available to you. The Owner shall have the right to impose reasonable conditions such as a reasonable fee for doing so. In order to ensure that you receive the appropriate information, you must first give the Owner sufficient details of your objectives and the other software concerned. Requests for the appropriate information should be made to info@focusmm.co.uk.

2. Term

This Agreement is effective until you terminate it by destroying the Software and its documentation together with all copies. It will also terminate if you fail to abide by its terms. Upon termination you agree to destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer under your control.

3. Ownership

You own only the media (or authorised replacement) on which the Software is recorded. You may retain that media on termination of this Agreement provided the Software has been erased. The Owner shall at all times retain ownership of the Software as recorded on the original CD-ROM and all subsequent copies of the same regardless of form. Accordingly, the owner continues to own copyright in the Software including any part of the Software which is comprised within a Game. This Agreement applies to the grant of the licence contained in this Agreement only and not to the contract of sale of the media.

4. Warranties

- 4.1 The Owner warrants that the media on which the Software is supplied will be free from defects in materials and workmanship under normal use for a period of 90 days after the date on which the media is first purchased ("**the Warranty Period**"). If a defect in the media shall occur during the Warranty Period it may be returned with proof of purchase to the Owner who will replace it free of charge.
- 4.2 The Owner warrants that during the Warranty Period the Software will perform substantially in accordance with its accompanying documentation (including the Readme file contained on this CD-ROM) which may include documentation posted on the Owner's Internet site at www.focusmm.co.uk (provided always that the Software is properly used on the computer and with the operating system for which it was designed) and that the documentation correctly describes the operation of the Software in all material respects. If the Owner is notified of material failures of the Software to comply with the above warranty during the Warranty Period it will use its reasonable endeavours to correct the Software or its documentation within a reasonable time so that it complies with the above warranty or (at its option) to procure or authorise a refund (against return of the Software and its documentation).
- 4.3 The above represent your sole remedies for any breach of the Owner's warranties, which are given only to the original registered user.
- 4.4 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.
- 4.5 The Owner does not warrant that the Software will meet your requirements or will be suitable for creating commercial products or that the operation of the Software will be uninterrupted or error-free or that defects in the Software will be corrected. You shall load and use the Software at your own risk and in no event will the Owner be liable to you for any loss or damage of any kind (except personal injury or death resulting from the Owner's negligence or loss or damage resulting from any fraudulent misrepresentation made by the Owner) including lost profits or other economic loss or any consequential loss arising from your use of or inability to use the Software or from errors or deficiencies in it whether caused by negligence or otherwise except as expressly provided herein. In no event shall the Owner's liability exceed the amount paid by you for the Software.

5. Support

The Owner's technical support staff will endeavour to answer by email any queries in English the original registered user may have regarding the use of the Software or its application for a period of 60 days after

the first support service email, which must be made within the Warranty Period. For email support please email info@focusmm.co.uk and the Owner shall endeavour to respond within two working days of receipt of your email.

6. Law

6.1 This Agreement shall be governed by and construed in accordance with English law.

6.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

7. Exclusion of third party rights

No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.