



SIR LEARNING SYSTEMS LTD USER LICENCE  
Version 2.01, July 2007

Copyright (C) 2007 SiR learning Systems Ltd  
Blackbrook House, Ashbourne Road, Blackbrook, Belper, Derbyshire. DE56 2DB

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is a perpetual licence unless specifically replaced by SiR Learning Systems Ltd with a newer version at which point a copy will be available on request]

Preamble

The license is to protect the ownership of the software provided by SiR Learning Systems Ltd from misuse or unauthorised sale or distribution.

The licence is not intended to suggest any warranty or guarantee of the software or the content viewed or heard, implied or otherwise in any way.

The licence provides a clear explanation to anyone intending to use the software and if there is any doubt to the use of the software they are to contact SiR learning Systems Ltd and have obtained written authorisation before using the software.

However it is hoped that for anyone complying with the licence, they will enjoy the products supplied and that they will bring to attention any comments about any of the products to SiR Learning Systems Ltd.

All products from SiR Learning Systems Ltd. 01773 820011 remains the property of the company [www.sirplc.co.uk](http://www.sirplc.co.uk) and is being used under licence specifically for the organisation or individual holding a current and valid licence for the purposes it is intended for.

It is the responsibility of the user(s) or holder(s) of the product to obtain a valid licence from SiR Learning Systems Ltd.

If at any time the licence is not valid the user or holder is to inform SiR Learning Systems Ltd and remove the product from all locations and the product returned at the users cost.

The licence is not transferable. If anyone is in any doubt as to the understanding of this document or regarding the licence they should assume that they do not have a valid licence until permission has been granted by SiR Learning Systems Ltd in writing.

Because of the variety of configurations of equipment, hardware, software etc. of any computer used, SiR Learning Systems Ltd cannot guarantee that the product will operate as expected.



The content of the product is copyright protected and is not to be used by anyone or organisation in any way other than the purpose it is intended for as per the user licence, unless having first obtained written permission from SiR Learning Systems Ltd.

The media/product containing the product is not to be copied or installed unless permission has been obtained in writing from SiR Learning Systems Ltd. If you have received this product from someone other than SiR Learning Systems Ltd you are to assume that you do not have a valid licence.

It is a breach of copyright and any contract, licence implied or otherwise to de-engineer or tamper with the product in anyway. Anyone doing so will be liable to prosecution.

SiR Learning Systems Ltd. does not accept any liability in any way for the use of this product. The user undertakes to indemnify SiR Learning Systems Ltd against any damages, claims, or otherwise by the action or non action in the holding, installation, use, launching, or attempted use of this product and related materials and media. Any such action against SiR Learning Systems Ltd or its agent's employees etc will be at the cost of the claimant.

If the product is defective due to a fault on receipt, SiR Learning Systems Ltd will undertake to replace the product with the same or similar product.

If you need advice regarding this product, please contact SiR Learning Systems Ltd. SiR provides a variety of products for standalone, networked or online use. Please contact us to obtain information.

A copy of the installation instructions is available on request or from the website.

All products are made available subject to the terms of the SiR Learning Systems Ltd User License. A copy of the license can be found at <http://www.sirplc.co.uk>

-----  
Additional copyright notices and license terms applicable to portions of the Software are set forth at <http://www.sirplc.co.uk/copyright>

-----  
All trademarks and registered trademarks mentioned herein are the property of their respective owners.

-----  
Copyright 2007 SiR Learning Systems Ltd.

Products provided by SiR Learning Systems Ltd have been developed by the company and with contributions from third parties.



## Disaggregated / Disaggregating software and content

Where specific permission has been granted (in a separate licence in writing) by SiR Learning Systems Ltd to use the assets contained in specific products and versions..

[Assets meaning, any item, content, multimedia, media of any type, e.g. sound, graphic, text, animation, video, design, layout, colour, assessment, dialogue, tutorials, pictorial, references, ideas, technology etc. – (This is not an exhaustive list)].

.. all reference in text, metadata, graphics, etc. that refers to any other organisation, individual must be replaced with Graphics and/or text to display SiR or SiR Learning Systems Ltd.

All assets e.g. Video, Animation, Animated gif or other format containing sequential graphics are to remain in original and total format unless specified on a case-by-case basis, and may only be amended by written permission of SiR Learning Systems Ltd.

All content remains the ownership (intellectual property) of SiR Learning Systems Ltd.

All metadata and other information will be required to be added, amended, embossed, listed, credited to SiR Learning Systems Ltd by the person or persons, organisation etc. wishing to amend the content, even where such information does not currently exist.

SiR Learning Systems Ltd retains the right to withdraw the assets (or rights to) at any time and without notice and/or reason.

All assets used, amended, re-engineered, de-engineered, re-formatted etc. in any way, is to provide a copy of any and all assets (individual, packaged or otherwise) to SiR Learning Systems Ltd for their use for whatever use by SiR Learning Systems Ltd or whomsoever they wish without restriction and SiR Learning Systems Ltd will automatically own the copyright and IP of these assets (individual, packaged or otherwise) in part or full, in work, or complete, perpetually regardless of the presence or absence of an existing or new agreement/contract or whatever form and without cost to SiR Learning Systems Ltd.

All claims, legal costs, transportation, storage, security etc. incurred by any person or persons, organisation etc. will be at their own cost.

In all cases, notification of any other party involved is to be communicated to SiR Learning Systems Ltd and permission to involve third parties (internally and externally to the person or persons, agents, sub-contractors, organisation etc.) will require written permission before any actions in regard to the assets takes place. This includes the use, end use, editing, authoring, recompiling, presenting, teaching, selling, marketing etc. SiR Learning Systems Ltd reserves the right to decline, withdraw, and prohibit the access to the assets.



## SIR LEARNING SYSTEMS LTD LICENSE TERMS AND CONDITIONS

This License Agreement applies to all SiR Learning Systems Ltd (Systems Integrated Research, Global Learning Systems, SiR plc) education related software or other program whether or not it contains a notice placed by the copyright holder or other authorised party saying it may or may not be distributed under the terms of this or some other License and everyone should assume therefore that any supplied, acquired, obtained, given, transferred, possession of any program, content, software from SiR Learning Systems Ltd etc. is restricted under this licence.

For the purposes of this licence the "product", or "software", or "content" and either one means a collection of SiR Learning Systems Ltd software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables. The "product" also refers to any and all materials for example, audio, video, animation, text, graphics, assessment, interaction, design, styles etc.

The "product", refers to any such software "content" or work which has been distributed under these terms. Any development, ideas, technology therein is also part of the restriction of this licence and any such content is protected by copyright law. This includes any portion of it, based on, either verbatim or with modifications and/or translated straightforwardly into another language or version or platform or technology.

The product also includes "Source code" and means the form of the work for creating or making modifications to it. The product licence applies to any such content that may or may not be contained in the complete source code and in all cases any other such content contained with the product. This includes any such source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the product.

The act of running a program using the product is restricted by this licence, and output from such a program is only for use by authorised licence holders.

You may copy and store one verbatim copy of the complete product as you receive it, in any medium, provided that you conspicuously and appropriately publish on or with each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and only store this copy and License along with the product for the purposes of a backup to the original.

You may not copy, modify, sublicense, link with, or distribute the product except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the product is regarded as breach of licence, and will automatically terminate your rights under this License.



You are required to accept this License by conduct if you or your agent, associate or any person directed, instructed or knowingly, or unknowingly by you implied or otherwise, use the product in any way.

The action of using the product is prohibited by law if you do not accept this License. Therefore, by using this product or any action not authorised by this licence i.e. modifying, distributing the product, in part or otherwise, produce/work on or base any content on the product, you indicate your acceptance of this License and be held accountable for any contravention of the licence and legal implications and indemnify SiR Learning Systems Ltd of all costs and liability.

If, as a consequence of a court judgement or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License.

If you cannot satisfy your obligations under this License and any other pertinent obligations, then as a consequence you may not use the product at all.

The use of the product is restricted in all countries either by patents or by copyright and the original copyright holder who may have contributed to the product under this License may have also applied limitation to include these countries. In such case, this License incorporates the limitation as if written in the body of this License.



## NO WARRANTY

THE PRODUCT IS INTENDED FOR AUTHORISED USERS KNOWN TO SIR LEARNING SYSTEMS LTD WHICH HAS PUBLISHED THE CONDITIONS OF THIS LICENCE AND THAT EXCEPT WHEN OTHERWISE STATED IN WRITING SIR LEARNING SYSTEMS LTD AND THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PRODUCT "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT IS WITH YOU. SHOULD THE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHATSOEVER, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PRODUCT TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS