

## **EULA Agreement**

### **Venture Simulations Ltd / VSL – ‘The Company’**

#### **End-User Licence Agreement (EULA) for SimVenture Business Simulations developed by Venture Simulations Ltd.**

This End-User Licence Agreement ("EULA") is a legal agreement between you the user and Venture Simulations Ltd.

This EULA agreement governs your acquisition and use of our SimVenture Business Simulations software ("Software") directly from Venture Simulations Ltd or indirectly through a Venture Simulations Ltd authorized reseller or distributor (a "Reseller") or Client such as an Education Institution or Company.

Please read this EULA agreement carefully before completing the installation process or on-line access and using any SimVenture Business Simulations software. This agreement provides a licence to use the SimVenture Business Simulations software and contains warranty information and liability disclaimers.

If you register for a free trial of any SimVenture Business Simulations software, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using the SimVenture Business Simulations software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install/login or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by Venture Simulations Ltd herewith regardless of whether other software is referred to or described herein. The terms also apply to any Venture Simulations Ltd updates, supplements, Internet-based services, and support services for any Software, unless other terms accompany those items on delivery. If so, those terms apply.

#### **Licence Grant**

Venture Simulations Ltd hereby grants you a personal, non-transferable, non-exclusive licence to use SimVenture Business Simulations software on your devices in accordance with the terms of this EULA agreement.

You are permitted to: Load SimVenture Business Simulations software (for example a PC, laptop or tablet) under your control. Access on-line SimVenture Business Simulations through a unique login code and password supplied to you. You are responsible for ensuring

your device meets the minimum requirements of any SimVenture Business Simulations software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of any Software nor permit the whole or any part of any Software to be combined with or become incorporated in any other software other than downloading or transferring data created within a simulation, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law
- use the Software for any purpose that Venture Simulations Ltd considers is a breach of this EULA agreement.

### **Intellectual Property and Ownership**

Venture Simulations Ltd shall at all times retain ownership of all Software as originally downloaded or accessed on-line by you and all subsequent downloads or on-line access of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Venture Simulations Ltd.

Venture Simulations Ltd reserves the right to grant licences to use the Software to third parties.

### **Termination**

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Venture Simulations Ltd.

This EULA was created for Venture Simulations Ltd and covers all SimVenture Business Simulation products developed by the company.

This Licence will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licences granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

### **Governing Law**

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of the United Kingdom.