

VARK SUBSCRIPTION LICENCE

THIS AGREEMENT

BETWEEN: Neil D Fleming, 50 Idris Road, Christchurch, New Zealand (the "Licensor") Owner of the VARK Copyright materials included in the VARK Subscription Service,
AND you, the Licensee

WHEREAS the Licensor is the owner of certain Intellectual Property which comprise the VARK Subscription Service;

AND WHEREAS the Licensee desires the right to use the VARK Subscription Service;

NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants set out together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1.0 The Licence shall commence on the date shown above and shall continue in effect for 6 months at which time the Licensee subject to the Licensee's compliance with the terms of this Agreement and the Licence may be offered the right renewal.
- 2.0 The Licensee will only use or permit the VARK Subscription Service to be used for the purposes prescribed in this document, and for no other reason whatsoever;
- 3.0 The Licensee will take all reasonable steps necessary to ensure that the VARK Subscription Service is not made available to any third party without the Licensor's written consent.
- 4.0 The Licensor will, at all times during the term hereof, ensure that it retains ownership of, or rights to, the VARK Subscription Licence sufficient to allow the Licensee to exercise its Licence, provided that these rights shall not be changed, assigned, transferred or otherwise disposed of without the prior written consent of the Licensor.
- 5.0 The Licensor has the right to terminate this Agreement in the event that the Licensee has committed a material breach of this Agreement..
- 6.0 Effect of Termination. Upon the termination or expiry of this Agreement, the Licensee (including its contractor and subcontractors) shall, at the Licensor's option and without limitation, cease to use the VARK Subscription Service.
- 7.0 The Licensee may not assign or sub-license any of its rights or obligations under this Agreement without the prior written consent of Licensor including the sale or the delivery of an effective contract to a third party.

Risk The Licensee shall use the VARK Subscription Service at its own risk, and the Licensor provides no warranties and makes no representations with respect to the VARK Subscription Service, including any warranty or representation as to its condition or fitness for any particular purpose.