

# Science Worksheets

## Digital Asset License Agreement

This is a legally binding Agreement between you the Licensee (“you”), and Science Worksheets, Mark Scates (Sole Trader), Rainham, Essex, UK (“Science Worksheets”, “we”, “us”, “our”), governing your rights to use of our Science Worksheets and the mark schemes (“Digital Assets”).

### 1. LICENSE GRANT

- 1.1. We hereby grant you upon payment in full a non-exclusive, perpetual, worldwide right and license to use our worksheets and the mark schemes for the following purposes:
  - 1.1.1. teaching within a classroom environment within a school or college;
  - 1.1.2. teaching within a tuition centre, online lessons, or 1;1 tuition by a tutor;
  - 1.1.3. homework for students;
  - 1.1.4. to aid academic progress within a certain course, if you are a student.
- 1.2. Except as otherwise authorised in writing by us, you may not a) resell, b) redistribute, publish or make our Digital Assets available to any third party.
- 1.3. You are authorised to use the Digital Assets solely for the limited purposes as specified in this Clause 1 and you acknowledge and accept that we will pursue legal action in case of infringement of the granted license, permissions and restriction by the Licensee.

### 2. OWNERSHIP AND INDEMNIFICATION

- 2.1. You understand that we will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Digital Assets and any copies of the Digital Assets.
- 2.2. Except as expressly provided in this Agreement, we reserve all rights and licenses not expressly granted in this Agreement.
- 2.3. You agree to indemnify, defend, and hold us harmless from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable legal fees and costs) arising out of or as a result from your use of the Digital Assets.

### 3. TERM AND TERMINATION

This Agreement will commence on the date you have purchased the Digital Assets and will continue in full force and effect for the term of one year from the date of purchase, unless terminated. This license is terminated immediately and without notice in the following cases: a) reversal of purchase, whether through refund request, payment reversal and/or fraudulent purchase, or b) failure to abide by the License Grant specified in Clause 1. If this license is terminated, you must immediately retrieve and delete the Digital Asset from any and all places you have distributed or downloaded to the Digital Asset and otherwise stop using, exploiting and/or distributing the Digital Asset for any purpose whatsoever.

### 4. MISCELLANEOUS

- 4.1. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.
- 4.2. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties.
- 4.3. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
- 4.4. This Agreement represents and constitutes the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.
- 4.5. The parties hereby agree that this Agreement will be governed by and constructed and enforced in accordance with the laws of England and Wales, without reference to rules governing choice of laws. Disputes shall be resolved in the courts of England and Wales.