

License agreement

You are limited to **one install** on one PC at any one time. Below is the official license agreement.

License Agreement

This License Agreement is entered into by and between Thames Valley Test Company LTD ('TVTC') and User Of The Software ('User'). By opening this package, User agrees to be bound by the legal terms contained within.

1 Purpose/License/Term

This License Agreement is entered into for the sole purpose of allowing User to use TVTC FEEST software product (the ""TVTC Software"") and accompanying Documentation (collectively, the ""System""). TVTC hereby grants to User a non-exclusive, non-transferable, revocable license to use the System, including any modified or enhanced versions thereof provided to User by TVTC on one computer only. User acknowledges that the full functionality of the Software is limited to the extent as described in section 2 of this license agreement.

2 Limitation and lenient application

2.1 Limitation of the functionality of the software

The TVTC Software will gain its full capabilities after user enters a code supplied by TVTC (the 'Password'). The Software will generate a unique serial number based on the computer on which the Software is used (the 'Serial'). TVTC is required to issue the Password only once to User provided User has given TVTC the Serial and User has fulfilled all other obligations under this License Agreement and any other underlying contracts.

2.2 Lenient application

Lenient application of this License Agreement at times by TVTC will not hinder TVTC to strictly uphold and execute this License Agreement. You obtain no rights whatsoever from the lenient application of this License Agreement by TVTC.

3 Limited Warranty; Limitation of Liability

UNDER NO CIRCUMSTANCES WILL TVTC, ITS LICENSORS, OR RELATED PARTIES BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOST DATA, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT TVTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF TVTC, ITS LICENSORS, AND RELATED PARTIES FOR ALL CLAIMS BY USER OR ANY THIRD PARTY WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEED THE LICENSE FEE PAID BY YOU. TVTC WARRANTS THAT IT HAS THE RIGHT TO GRANT USE TO USER OF THE SYSTEM. TVTC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4 Proprietary Rights

User acknowledges that TVTC retains all right, title, and interest in the System and in all copies thereof and no title to the System, or any intellectual property or other rights therein, are transferred to User by virtue of this License Agreement other than as specified herein. User shall not without the express prior written consent of TVTC duplicate, copy or reproduce the System except for use on a single computer. In the event TVTC authorizes User to make copies of the System, User shall reproduce TVTC's copyright and other proprietary rights notices or legends on all copies thereof. User agrees not to cause or permit the reverse engineering,

reverse assembly or reverse compilation of the TVTC Software, or otherwise attempt to derive source code and the underlying ideas from the TVTC Software. User shall not attempt to increase the functionality of the TVTC Software in any other manner then allowed by this license agreement or then allowed in writing by TVTC.

5 Termination

TVTC may terminate this License Agreement with a six month written notice. This License Agreement may be terminated immediately without notice (i) by you at any time and (ii) by TVTC if you breach or fail to comply with any of the terms and conditions of this Agreement. Upon termination, you shall immediately cease to use the System and remove and destroy all copies of the System or any part thereof. The provisions of this Agreement, other than the license grants contained in Section 1 hereof, shall survive termination.

6 General

6.1 Waiver

The waiver or failure of TVTC to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. The rights and remedies of TVTC set forth in this License Agreement are in addition to any rights or remedies TVTC may otherwise have at law or in equity. If any provision of this License Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

6.2 Assignment

User may not assign its rights, duties or obligations under this License Agreement without the prior written consent of TVTC.

6.3 Governing Law and Jurisdiction

This License Agreement and performance hereunder shall be governed by the laws of the United Kingdom without regard to conflicts of laws.

6.4 Survival

All provisions hereof relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any earlier termination of this License Agreement.

6.5 Entire Agreement

This License Agreement constitutes the entire agreement and understanding of the parties and supersedes and merges any and all prior proposals, understandings and agreements, oral and written, between the parties concerning the subject matter hereof. This License Agreement may not be modified or altered except by a written instrument duly executed by both parties.

Article ID: 827

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<https://pearsonassessmentssupport.com/support/index.php?View=entry&EntryID=827>