

End User Licence Agreement

Equin Limited - Insight Software

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Equin Limited (company number 06347232) of Unit G, Pattern Shop, Trevoarn, Hayle, Cornwall, England, TR27 4EZ (**Licensor, us or we**) for the Services and Documentation.

Please read this agreement carefully before using the software as we may update these terms from time to time, and any changes you have been told about in accordance with this agreement will be binding on you where you continue to use the software. By clicking "Accept", you agree to be bound by these terms. If you do not agree, do not access or use the software.

1. Key Definitions

In addition to the words defined in brackets above, the following words have specific meanings in this agreement:

- **Business Day** means any day that is not a Saturday, Sunday or English public holiday.
- **Documentation** means any online user guidance provided with the Services.
- **Licensee Data** means all data you input into, or that is generated by your use of, the Services.
- **Services** means access to the Software and any associated data we supply.
- **Software** means the Insight web application and subscription service, available at insighttracking.com (or any other address we notify you of), used for tracking pupil assessments and monitoring academic progress.
- **Subscription Term** means the period for which you or your employing organisation has paid for you to access the Services.
- **Virus** means any malicious code, software or device that could harm systems, data or user experience (including but not limited to worms, trojans and similar threats).

2. Grant of Licence

- We do not sell the Software or Documentation to you.
- We remain the owners at all times.
- In return for your agreement to these terms, we grant you a non-exclusive, non-transferable, revocable licence (with no right to sub-licence) to allow you to use the Services, Software and Documentation during the Subscription Term, solely for your own internal business purposes.

Your responsibilities:

- Provide us with all necessary co-operation and access to information we reasonably need to provide the Services, including but not limited to Licensee Data, security access details and configuration information.
- Comply with all laws and regulations that apply to your use of the Services.
- Make sure the network and systems you are using to access the Software, Documentation or Services meet any technical requirements we notify you of.

- Take full responsibility for the legality, accuracy and quality of your Licensee Data. By uploading data, you licence us to use it to provide the Services, as set out in our Privacy Notice, and for any other purpose properly connected to this agreement.

3. Restrictions

Except as expressly permitted in this agreement, you must not:

- Copy the Software or Documentation, except where copying happens as part of normal use of the Software or Documentation, or is necessary for back-up or security purposes.
- Modify, duplicate, create works based on, frame, mirror, republish, download, display, transmit or distribute any part of the Software or Documentation in any format.
- Decompile, reverse-engineer, disassemble or otherwise attempt to access the underlying source code of the Software.
- Use the Services or Software to build a competing product or service.
- Use the Services or Software to provide services to third parties (other than those services that would be provided to third parties in the ordinary course of Customer operations).
- Licence, sell, rent, lease, transfer, assign or otherwise make the Services or Software available to any person.
- Remove or alter any copyright notices on the Software or Documentation or any copies of it.
- Breach any applicable technology export controls or regulations in relation to your use of the Services, Software or Documentation.

The licence is granted to you only. It does not give you the right to allow any other person or school to access the Software, Documentation or Services and you agree not to do this.

Preventing unauthorised access:

You must take all reasonable steps to prevent unauthorised access to or use of the Services, and notify us promptly if any unauthorised access occurs.

Accounts:

- You must have your own individual account. Accounts must not be shared, but may be reassigned to a new individual, in which case the previous user loses all access rights.
- You must keep your password secure and confidential.

Prohibited content:

You must not access, store, distribute or transmit any Viruses or any material that:

- is unlawful, harmful, threatening, defamatory, obscene, harassing or discriminatory;
- facilitates illegal activity, depicts sexually explicit images, or promotes unlawful violence;
- infringes a third party's intellectual property rights; or
- is otherwise illegal or causes harm to any person or property.

We may disable access to, and permanently remove from our systems, any material that breaches this clause without liability to you.

Suspension of individual access:

We may suspend or disable your access to the Services immediately if you breach any obligation under this agreement or misuse the Services, Software or Documentation. We will notify you as soon as reasonably practicable if we take this step.

4. Ownership of Intellectual Property

All intellectual property rights in the Services, Software and Documentation worldwide belong to us. The Software and Documentation are licensed to you, not sold. You have no rights in the Software or Documentation beyond the right to use them as permitted in this agreement. You have no right to access the Software in source code form.

5. Warranties and Disclaimers

We warrant that:

When used correctly on a compatible operating system, the Software will perform substantially as described in the Documentation.

The Documentation accurately describes how the Software works in all material respects.

How we will handle faults:

If you notify us in writing of a fault that causes the Software to fail to perform substantially as described, we will use commercially reasonable efforts to fix it or provide a workaround. You must give us all information reasonably needed to reproduce and resolve the fault. This is your sole remedy for any fault or breach of warranty.

We do not warrant that:

- The Services will be uninterrupted or error-free, or that the Services will meet all your specific requirements.

This warranty does not apply:

- If the fault is caused by your misuse of the Services or breach of this agreement.

Exclusion of other warranties:

This agreement sets out the full extent of our obligations regarding the Services, Software and Documentation. All other conditions, warranties and representations not expressly stated in this agreement — whether implied by statute, common law or otherwise — are excluded to the fullest extent permitted by law.

6. Limitation of Liability

Your responsibility to check the Services are fit for purpose:

The Software has not been developed to meet your specific requirements (including but not limited to any particular cybersecurity obligations you may have). It is your responsibility to make sure the Services meet your needs.

Your responsibility for results:

You are solely responsible for how you use the Services and for any conclusions you draw from them. We are not liable for any damage caused by errors in information, instructions or content you provide to us.

No re-sale:

The Services are provided for your internal business use only. You must not use them for re-sale purposes.

What we are never liable for:

- We are not liable for any of the following, however they arise: (a) loss of profits; (b) loss of business; (c) loss of goodwill; (d) loss or corruption of data; (e) pure economic loss; or (f) any indirect or consequential loss, damage or expenses.
- We are not responsible for delays or failures caused by internet or network problems outside our control, and you acknowledge that such limitations are inherent to online services.

Our liability cap:

Our total liability to you for all claims or liabilities arising under or in connection with this agreement — whether in contract, tort (including but not limited to negligence) or otherwise — is limited to £100.

What we are always liable for:

Nothing in this agreement limits or excludes our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded under English law.

7. Term and Termination

Our right to terminate:

We may terminate this agreement immediately by written notice if you commit a material or persistent breach. If the breach is capable of remedy we will give you a 30 day grace period from the date of our written notice asking you to cure the breach before we terminate the agreement.

What happens when this agreement ends:

On termination for any reason:

- All rights granted to you by us under this agreement end immediately.
- You must stop all activities permitted by this agreement immediately.
- We will delete the Licensee Data within 30 days of termination, unless you request in writing (at least 10 days before termination takes effect) that we return it to you. We will use reasonable efforts to return it within 30 days, provided all outstanding fees have been paid. You will bear the reasonable cost of returning or disposing of the Licensee Data.

8. Third-Party Services

The Services may provide links to or access to third-party websites and services. You use those at your own risk. We make no promises about any third-party content, and we are not a party to any contract you enter into with a third party. We recommend you read the relevant third party's terms and privacy policy before using their services. We do not endorse any third-party websites or their content.

9. Changes to This Agreement

We may update this agreement at any time. We will give you notice of changes as described below. Your continued use of the Services after notice of the change is treated as your acceptance of the updated terms. If you do not accept the changes, you must stop using the Services immediately.

10. Notices and Communications

- If we need to contact you, we will do so by email to the address you provided when setting up your account.
- A notice from us to you is treated as received 24 hours after we post it on our website or 24 hours after we send an email.
- A notice from you to us is treated as received 24 hours after you send an email.

11. Events Outside of Our Control

- We will not be liable for any failure or delay in performing our obligations caused by events beyond our reasonable control.
- Events beyond our reasonable control include (but are not limited to): strikes or industrial action, utility or network failures, acts of God, war, riots, malicious damage, compliance with government orders, fire, flood, storm, or failure of suppliers or sub-contractors.
- If such an event occurs, our obligations will be suspended and the time for performance extended for as long as the event continues.

12. Data Protection and Privacy

We are required by data protection law to tell you how we use personal data. Full details of who we are, what personal data we process, why we process it, and your rights are set out in our Privacy Notice at <https://www.insightracking.com/privacy>. Please read it carefully.

13. General

- We may transfer our rights and obligations under this agreement to another organisation. This will not affect your rights.
- You may not transfer your rights or obligations under this agreement to anyone else without our prior written consent.
- This agreement is the entire agreement between us and replaces all previous agreements, promises or understandings relating to the same subject matter.
- You acknowledge that you have not relied on any statement, representation or warranty not set out in this agreement, and you waive any claim for innocent or negligent misrepresentation.
- If we do not enforce a right under this agreement, that does not mean we have waived it. A failure to act at any time does not prevent us from enforcing our rights later.
- If any part of this agreement is found to be unenforceable by a court, the rest of the agreement continues in full force.
- This agreement (including any non-contractual disputes or claims) is governed by English law. While we will always attempt to resolve a dispute amicably, if this is not possible for any reason, you and we both agree that the courts of England and Wales shall have exclusive jurisdiction over any disputes.