

DATED

14TH NOVEMBER

2015

SCHOOLSCREENER EZ[®]

END-USER LICENCE AGREEMENT

between

THE END-USER SCHOOL

and

THOMSON SCREENING SOLUTIONS LIMITED

(LICENSOR)

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**PLEASE READ CAREFULLY BEFORE ACCESSING SCHOOLSCREENER EZ®
THE APP FROM THIS WEBSITE.**

- This end-user licence agreement (**EULA**) is a legal agreement between your school (**End-user or you or your designated Administrator as the case may be; collectively ‘You’**) and Thomson Screening Solutions Limited, company number **07695349** of Jasmin House, 131 Dixons Hill Road, Hatfield, Hertfordshire, AL9 7DW (**Licensor, us or we or Thomson Screening Solutions**) for:
- The SchoolScreener EZ® program application software (including any associated software components) and (**Program**); and
- associated online or electronic documents (**Documents**).

We license online use of the Program and Documents on the basis of this EULA. We do not sell the Program or Documents to you nor are you permitted to download them to your equipment. We remain the owners of the Program and Documents at all times.

MINIMUM SPECIFICATIONS THIS SOFTWARE REQUIRES A COMPUTER OR OTHER DEVICE (COLLECTIVELY ‘DEVICES’) WITH A MINIMUM SPECIFICATION OF :

- Screen Resolution 1280 x 1048,
- Video card and CPU any device that can run the latest browsers.

Browsers:

- Firefox
- Chrome
- Safari
- Internet Explorer 10 and above

IMPORTANT NOTICE:

- BY USING THE SOFTWARE FROM THIS WEBSITE OR CLICKING ON THE "AGREE" BUTTON BELOW YOU AGREE (i) THAT THE PERSON COMPLETING THIS FORM IS DULY AUTHORISED BY YOU TO COMMIT YOU TO THESE ARRANGEMENTS AND (ii) TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU. THE TERMS OF THE LICENCE INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN CONDITION 1.6 AND LIMITATIONS ON LIABILITY IN CONDITION 7.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE USE OF THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST STOP THE STREAMING PROCESS NOW BY

CLICKING ON THE "CANCEL" BUTTON BELOW. IN THIS CASE THE STREAMING PROCESS WILL TERMINATE.

You should print a copy of this EULA for future reference.

AGREED TERMS

SchoolScreener EZ® employs a series of vision screening tests to detect conditions which result in reduced visual acuity including amblyopia and significant myopia and astigmatism. The software also includes a blur test which may be used to detect significant hypermetropia (long sightedness).

The vision screening tests assess whether the child tested has reduced visual acuity or significant hypermetropia; it is not a diagnostic tool and is not a substitute for routine eye testing and professional diagnostic advice, which is a parent's responsibility to source for a child. Any organisation or individual using the software implicitly accepts the software on this basis and accepts that Thomson Screening Solutions Ltd does not make any representations or warranties, express or implied whether as to accuracy or testing, or otherwise, and that the user accepts the screening criteria set in the software (which are those of the UK's NHS National Screening Committee). Changes to the screening criteria by the Committee will be incorporated from time to time where possible by us and you will be notified accordingly. You accept use of the Program on this basis.

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the Program or any of the services accessible through the Program (**Services**), including any updates or supplements to the Program and any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Program or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 It is your responsibility to ensure that only persons specifically authorised by you receive and use the access codes for the Program and that you at all times keep records of those authorisations
- 1.3 We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next start the Program or log onto the website referred to in condition 1.8 (the Website). The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.4 From time to time updates to the Program may be issued through the Website. Depending on the update, you may not be able to use the Services or access the latest version of the Program and accepted any new terms.
- 1.5 Only the Devices that are described in condition 2.2(a) Such Devices may be used to access a the Program. You may be charged by your service providers for internet

access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the Program or any Service on or in relation to any Device, whether or not it is owned by you.

1.6 The terms of our privacy policy from time to time, available at the Website (**Privacy Policy**) are incorporated into this EULA by reference and apply to those Services that are not specified in condition 1.8 as having separate privacy policies. Additionally, by using the Program or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Program or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.7 The Program will provide you with sensitive personal data regarding the pupils you screen with the Program. It is your sole responsibility to ensure that safety of such data, the restriction on its use, and its disposal in accordance with your own Data Protection and Privacy policies.

1.8 The following Services will be governed by the following terms of use and subject to the following privacy policies, incorporated into this EULA by reference and set out at the following web addresses respectively:

Service	Web address of terms of use	Web address of privacy policy
<p>SchoolScreener EZ® software targets amblyopia and significant refractive error using monocular crowded LogMAR acuity with a pass/fail criterion of 0.2 (adjustable if required) and a +2.50DS blur test to pick up significant hypermetropia (these are NHS guidelines). The software uses a specially developed interface featuring a teddy bear or older child facing character to support the screening process. The character speaks multiple languages for children who have poor or no knowledge of English. To perform the test the school either types in information on the individual child or uploads information from its own database. This information is stored on Thomson's Servers.</p> <p>The software may also be configured to issue a letter for parents following the test. Letters can be printed individually or in batches. The letters can include</p>	<p>www.thomsonscreening.com</p>	<p>www.thomsonscreening.com</p>

<p>the school's logo and other information, if required. -Data from the program can be exported to the school's information system.</p> <p>(In addition to the software a box is provided with kit required to deliver screening including Occluding Glasses (patched eyes) child sized and standard +2.50 glasses, match cards, and a three metre measuring tape and colour screening resource.</p>		
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1.9 By using the Program or any of the Services, you consent to us collecting and using technical information about the Computers and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

1.10 The Program or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

1.11 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.12 a) This Program is being made available to schools in the United Kingdom free of charge by virtue of support from Specsavers.

b) The Program is chargeable for users that are not UK Primary or Secondary Schools.

c) By using The Program, users that are not UK Primary or Secondary schools also accept all terms of use as detailed in this EULA

2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to access the Program on school devices, subject to these terms, the terms of use of the Website, and the Privacy Policy. We reserve all other rights. It is a condition of this licence that you agree and accept the limitations of the Program. The Program is not a diagnosis tool, nor does it purport to be a substitute for eye testing or diagnosis by a licensed optometrist.

2.2 You may:

- (a) access a copy of the Program onto school devices used internally by your school, for its own pupils, and to view, use and display the Program on these Devices for your school's internal purposes only; and
- (b) use the Documents for your school's purposes only.

(c) When purchasing the software you will be sent a unique serial number. This must be entered the first time the software is used in order to register the software. The software is licensed to SCHOOL DEVICES ONLY and additional licences must be purchased to use the software on other computers. The SOFTWARE will periodically confirm that the license is valid by connecting to the license server. This requires the computer to be connected to the internet.

2.3 You acknowledge that the Program is being provide free of charge by virtue of sponsorship. Should this position change, the Licensor will notify you of the charge regarding future renewal of your license to use the Program.

3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (a) not to copy the Program or Documents except where such copying is incidental to normal use of the Program, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Program or Documents;
- (c) not to make alterations to, or modifications to, the whole or any part of the Program, or permit the Program or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Program or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Program with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Program with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the Program;
- (e) to include our copyright notice on all entire and partial copies you make of the Program on any medium;
- (f) not to provide or otherwise make available access to the Program in whole or in part (including object and source code), in any form to any person unless to a member of your staff who has specifically acknowledged to you their

acceptance of the terms of this EULA or without prior written consent from us; and

- (g) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Program or any Service (**Technology**),

together **Licence Restrictions**.

4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the Program or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Program, any Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the Program or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- (c) not transmit any material that is defamatory, illegal, offensive or otherwise objectionable in relation to your use of the Program or any Service;
- (d) not use the Program or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems (other than intended data concerning child pupil eye health information as intended by it) or attempt to decipher any transmissions to or from the servers running any Service;

together **Acceptable Use Restrictions**.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the Program, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the Program are licensed (not sold) to you, and that you have no rights in, or to, the Program, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2 You acknowledge that you have no right to have access to the Program in sourcecode form.

6. LIMITED WARRANTY AND SUPPORT

6.1 We warrant that:

- (a) the Program will, when properly used on Devices, for which it was designed (confirming to the Minimum Specifications defined in this EULA), perform substantially in accordance with the functions described in the Documents; and
- (b) that the Documents correctly describe the operation of the Program in all material respects,

for a period of 90 from the date on which the Program is accessed to the Computers (**Warranty Period**).

6.2 If within the Warranty Period you notify us in writing of any defect or fault in the Program as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to the replacement of the Program.

6.3 The warranty does not apply:

- (a) if the defect or fault in the Program or any Service results from you having altered or modified the Program;
- (b) if the defect or fault in the Program results from you having used the Program in breach of the terms of this EULA;
- (c) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; or
- (d) if you did not pay for the Program.

6.4 This warranty is in addition to your legal rights in relation to software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6.5 THOMSON SCREENING SOLUTIONS EXPRESSLY DISCLAIMS ANY OTHER WARRANTY FOR THE PROGRAM. THE PROGRAM AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PROGRAM REMAINS WITH YOU

6.6 THOMSON SCREENING SOLUTIONS may provide you with support services related to the SOFTWARE. Use of Support Services is governed by the THOMSON SCREENING SOLUTIONS policies and programs described in online documentation, and/or other THOMSON SCREENING SOLUTIONS-provided materials, as they may be modified from time to time. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms

and conditions of this EULA. With respect to technical information you provide to THOMSON SCREENING SOLUTIONS as part of the Support Services, THOMSON SCREENING SOLUTIONS may use such information for its business purposes, including for product support and development. THOMSON SCREENING SOLUTIONS will not utilize such technical information in a form that personally identifies you.

7. LIMITATION OF LIABILITY

7.1 You acknowledge that the Program has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Program as described in the Documents meet your requirements.

7.2 We only supply the Program and Documents for use as an aid in the context of learning in schools.. You agree not to use the Program and Documents for any medical diagnosis, health or optometrist diagnostic purpose, commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. The purpose of the Program is to suggest where eye testing may be recommended in certain children, but cannot be relied upon to pick up all children where testing is advisable. Eye health is the responsibility of the child's parent and qualified appointed acting optometrists, not the Licensor, the school or the Program. Documents produced using the Service are only designed as a reminder to check eye health where a suggestion of need is indicated. Such indications are not failsafe nor will they pick up all cases requiring treatment, and parents and schools should take medical advice. Further tests by a qualified and licensed optometrist may be advisable, if the child has not been tested already. All parents should ensure that their children's eyes are tested regularly by a qualified optometrist. The Licensor does not provide the Program as a substitute for proper eye care or diagnosis nor is it intended to be a system which can be relied upon for the purposes of eye health in any way.

We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 7.3, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA. IN NO EVENT SHALL THOMSON SCREENING SOLUTIONS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, EVEN IF THOMSON SCREENING SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THOMSON SCREENING SOLUTIONS'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF £1 OR LICENSE FEE PAID BY YOU.

7.3 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1. This does not apply to the types of loss set out in condition 7.4.

- 7.4 Nothing in this EULA shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability that cannot be excluded or limited by English law.

8. TERMINATION

- 8.1 We may terminate this EULA immediately by written notice to you:
- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
 - (c) if you are in dispute with us.
- 8.2 On termination for any reason:
- (a) all rights granted to you under this EULA shall cease;
 - (b) you must immediately cease all activities authorised by this EULA, including your use of any Services;
 - (c) you must immediately delete or remove the Program from all Devices, and immediately destroy all copies of the Program and Documents then in your possession, custody or control and certify to us that you have done so;
 - (d) the EULA entered into in this agreement or any subsequent services agreement, whether or not payment is made, is immediately terminable on notice and where payment has been made, without further payment.
 - (e) we may remotely access the Computers and remove the Program from all of them and cease providing you with access to the Services and the website; and
 - (f) require you to return or destroy documents, dongle and ancillary equipment supplied with the Program.

9. COMMUNICATION BETWEEN US

- 9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to Thomson Screening Solutions Limited at the above address, or at support@thomsonscreening.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by prepaid post to the address you provide to us in your request for the Program.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

11. OTHER IMPORTANT TERMS

11.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

- (a) Acknowledgments

BY USING THE SCHOOLSCREENER EZ® PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THE LIMITED WARRANTY IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS

BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE LIMITED WARRANTY.

Should you have any questions concerning this EULA, or if you desire to contact THOMSON SCREENING SOLUTIONS for any reason, please contact THOMSON SCREENING SOLUTIONS by electronic mail at: support@ThomsonScreening.com

This agreement has been entered into on the date you accept these terms.