

General Terms and Conditions

For use of modular e-learning course: System Operational Effectiveness: a practical approach

Licence Agreement

1. Definitions

* (“we” or “us”) and the Individual to whom we have agreed to provide access to the course content (“you”).

2. Confidential Information

The existence and terms of the licence granted pursuant to clause 10 of this agreement.

All information disclosed to the relevant party by or on behalf of the other party in connection with this Agreement and which relates to the provisions of this Agreement, the negotiations relating to this Agreement or the subject matter of this Agreement.

Know-how, secret processes and inventions disclosed to the relevant party by or on behalf of the other party in connection with this agreement.

All other information disclosed to the relevant party by or on behalf of the other party (whether before or after the date of this Agreement) which is marked as or has been otherwise indicated to be confidential or which derives value to a party from being confidential or which would be regarded as confidential by a reasonable business person.

3. Content

This agreement relates to the use of the e-learning course System Operational Effectiveness: a practical approach purchased by licence from Supportability Engineering Training. The course comprises 15 modules as listed below:

Module 1. Systems

Module 2. Measures or Effectiveness

Module 3. System Reliability

Module 4: Measuring System Reliability

Module 5: System Redundancy

Module 6: System Maintenance

Module 7: Corrective Maintenance

Module 8: Preventive Maintenance

Module 9: Logistic Delay Time

Module 10: System Maintenance Effectiveness

Module 11: System Availability

Module 12: System Spares

Module 13: Introduction to Failure Modes Effects Analysis

Module 14: Introduction to Failure Reporting and Corrective Action System

Module 15: Course Final Quiz

4. Effective Date of Use

4.1. Following full payment of licence(s) and confirmation of access.

5. Licence Use

5.1. The e-learning course, System Operational Effectiveness: a practical approach, is licensed for private use only.

5.2. The course may be purchased as a Single User Licence or a Multiple User Licence.

6. Intellectual Property Rights Material

6.1. All current and future intellectual and industrial property rights (whether legal or equitable), including patents, rights to inventions, utility models, copyright (including related moral rights and rights in software), designs, design rights, trademarks, the right to sue for passing off, service marks, domain names, business and trade names, rights in confidential information (including technical and commercial trade secrets), topography rights, know-how, methodologies, processes, database rights and image rights, and any other intellectual property rights, in each case whether registered or unregistered, including any applications for registration and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any country in any part of the world.

7. Material

7.1. All content and documentation produced by Supportability Engineering Training, including all Supportability Engineering Training's Intellectual Property Rights and Supportability Engineering Training's Intellectual Property Rights contained therein relating to the e-learning content listed in clause 3.

8. Territory

8.1. Worldwide

9. Term

9.1. This Agreement shall commence on the Effective Date (clause 4) and shall remain in full force and effect until the Licensee has completed the course or until one calendar year after the Effective Date, whichever comes first.

10. Licence - Restrictions on use

10.1. Supportability Engineering Training hereby grants to the Licensee a non-exclusive, non-transferable licence to:

10.1.1. Access and use of the purchased course content through the Supportability Engineering Training third-party Learning Management System (LMS) in the field of use and the territory only, during the Term.

10.1.2. The Licensee shall not be entitled to edit, amend, modify or allow any changes to the Materials without the prior written consent of Supportability Engineering Training.

10.1.3. The Licensee shall not, nor allow any third party to, copy, record, stream, broadcast or transmit the Materials in any way.

10.1.4. Supportability Engineering Training shall be entitled to charge the Licensee for any changes made to the Materials with Supportability Engineering Training's consent at the price to be agreed between the parties.

10.1.5. Supportability Engineering Training shall retain ownership of the Intellectual Property Rights contained in the Materials.

10.1.6. Any intellectual property rights subsisting in any changes to the Materials shall vest in Supportability Engineering Training (the 'Company Intellectual Property Rights'). To the extent that the Company Intellectual Property Rights do not vest in Supportability Engineering Training automatically by operation of law or under this Agreement, the Licensee shall hold the Company Intellectual Property Rights on trust for the benefit of Supportability Engineering Training.

10.1.7. If and whenever required to do so by Supportability Engineering Training, the Licensee shall promptly execute all instruments and do all things necessary or desirable to vest all the Company Intellectual Property Rights (including such patent or other protection or registration when obtained) and all right, title and interest to and in them absolutely, with full title guarantee and as sole beneficial owner, in Supportability Engineering Training.

10.1.8. The Licensee waives absolutely its moral rights in respect of the Materials and any changes to the Materials (including without limitation, in any updates or revisions or future works) arising under the Copyright, Designs and Patents Act 1988 as amended from time to time and all similar provisions of law in whatever part of the world such rights may be enforceable.

10.1.9. This licensed access and use of the materials, including certificates upon completion, cannot be transferred to another individual or organisation and is for private use by the license holder only.

10.1.10. Failure by the Licensee to comply with these requirements constitutes a breach of this agreement and may lead to its immediate termination by Supportability Engineering Training.

10.1.11. These terms and conditions govern the use of the digital copy of the Supportability Engineering Training certificate supplied for use within the Learning Management System in relation to the e-learning course System Operational Effectiveness: a practical approach (clause 3).

11. Liability

11.1. Supportability Engineering Training shall have no liability for any use of the Materials by the Licensee.

11.2. Nothing in this Agreement shall constitute any representation or warranty that the exercise by the Licensee of the rights granted under this Agreement will not infringe the rights of any person.

12. Confidentiality

12.1. Each party shall treat as confidential all Confidential Information of the other party and shall not disclose such information to any person other than in accordance with this Agreement.

12.2. Each party may disclose the other's Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement.

12.3 Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with the obligations set out in this clause as if they were a party to this Agreement; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.4 Neither party shall use any Confidential Information of the other party for any purpose other than to exercise its rights or perform its obligations under or in connection with this Agreement.

12.5 Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause shall continue to apply to each party without limit in time.

13. Assignment

13.1 Supportability Engineering Training may at any time assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the Licensee.

13.2 The Licensee may not assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of Supportability Engineering Training.

14. Relationship of the Parties

14.1. Nothing in this Agreement nor any action taken by the parties under it shall create or be deemed to create a partnership, joint venture or employer-employee relationship. It shall also not authorise either party to make or enter into any obligations or commitments on behalf of the other.

15. Amendments

15.1. No purported amendment or variation of this Agreement or any provision thereof shall be binding on the parties unless it is set out in writing, expressly to amend this Agreement and signed by authorised representatives of each party.

16. Rights of Third Parties

16.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999, the parties do not intend that any person not a party to this Agreement shall have any right to enjoy the benefit or enforce any of its terms.

17. Severance

17.1. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to render it valid, legal and enforceable. If such modification is not possible, that provision shall be deemed to be omitted from this Agreement and the validity and enforceability of the other provisions shall not be affected or impaired.

18. Governing Law and Jurisdiction

18.1. The formation, existence, construction, performance, validity and all aspects of the Agreement or any term thereof and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by and construed in accordance with English law. The parties irrevocably agree that all disputes or claims arising out of or in connection with this Agreement (including its formation, enforceability, validity and interpretation) shall be subject to the exclusive jurisdiction of the English Courts.