Accelerus Licence Conditions

Effective 1 January 2022

Semaphore Consulting Proprietary Limited ("Vendor") is offering the School a licence to use Accelerus ("Program"), as an on-premise application or through the Vendor's cloud-based servers, in accordance with the conditions set out in this document.

This document contains the entire licence conditions for use of the Program and supersedes all prior conditions or communications relating to the Program.

By any representative or staff member of the School installing, activating or using the Program, the School is signifying its acceptance of these conditions.

Licence activation and usage

Licences are annual and are valid until 1 December of the year of purchase, or other date that may be specified on the purchase invoice. Prior to the annual licence expiry date, the Vendor may offer a renewal of the licence for the next year, with payment of the licence fee being payable in advance.

The School is permitted to install, activate and use the Program as a single centralised system for each Serial Number issued to the School, to the licence expiry date. This includes the installation of the Program, whether managed on-premise or hosted on the Vendor's servers, on any computer located at the School or belonging to a person employed at the School.

Licences are based on the number of students at the School, with the Vendor determining the price per student for any particular School.

During a licence period, the School must inform the Vendor of any increases to the number of students at the School and pay any additional charges that apply for such an increase. The Vendor will not refund any licence payments made where the number of students or teachers decreases.

The School is entitled to receive any upgrades made to the Program and its documentation during the period of the licence.

The Program and its documentation are the subject of copyright. The School acknowledges that the Vendor has a valuable proprietary interest in the Program and that the Program embodies trade secrets which have not been disclosed. The School agrees not to modify, translate, decompile, merge or use the Program in any way which may tend to prejudice that interest or discover those secrets.

The Vendor does not make any representations regarding the performance of the Program in terms of reliability and the School acknowledges that faults or interruptions may occur from time to time. The Vendor shall not be responsible for any direct, indirect, consequential or incidental damages arising out of the use of, or the inability to use, the Program. As some countries or states do not allow the exclusion or limitation of warranties, some of the above may not apply to the School.

Provision of support

A School licence entitles the School to assistance ("support") until the expiry of the licence under the following terms:

- Support includes telephone and email advice directly attributable to the use of the Program. Support is available from 9.00am to 5.00pm EST on weekdays, excluding public holidays and the Christmas closedown period, with an initial response time of no more than eight working hours.
- The School will nominate up to three people as the administrators of the program to whom support may be provided. All other users who seek support will be referred to the stipulated administrators.
- Administrators must undertake training deemed appropriate by the Vendor in order to seek support. Support may be refused if such training has not been undertaken or, if assistance is provided, the Vendor reserves the right to charge for such assistance.
- The provision of training is not covered by support but will be charged at the Vendor's standard rates.
- Support does not include any assistance that the Vendor deems a trained administrator should be able to or is expected to undertake, in the normal usage and management of the Program. Specifically, assistance with calculations, analyses, graphic functions, report templates and template parts, and setting up for a new semester or year are not covered by such support.
- Support does not cover assistance required through the Program having been used incorrectly or not as designed, changes having been made to the database structure, hardware or third-party software issues, inappropriate skill levels of administrators or technical staff at the School, especially with third-party programs such as Microsoft Word, or where any problems not attributable to the Program are encountered such as deletion or corruption of data requiring restoration.
- Where a school is managing the Program on-premise, the School is responsible for SQL Server and IIS licensing, installation and configuration. The School must have the necessary SQL Server administration expertise to create, maintain and backup their database and to setup and manage the website for the Program. Attendance to problems and the provision of support directly relating to the use of SQL Server and IIS, hardware and other software used in running the SQL Server and IIS system is the responsibility of the School, and are not included in support.
- The Vendor reserves the right to charge its standard rates when providing assistance not considered support, as outlined in this document.

Accelerus Licence Conditions (Continued)

Expiration or termination of licence

The School may terminate its licence at any time and without cause by giving the Vendor not less than 30 days' notice of termination in writing. Such notice must be 30 days prior to the expiration of the licence or the Vendor may charge a late fee or expiration levy.

If the School terminates its licence and does so at least 30 days prior to the expiration date, no refund of any prepaid fees will be made by the Vendor.

The Vendor may choose not to offer a renewal of the licence, in circumstances determined by the Vendor. The vendor will refund any pre-paid fees in such circumstances.

Upon expiration or termination of the School's licence, where the Program is being hosted on the Vendor's cloud-based servers, upon request by the School, the Vendor will provide a copy of all or any of the submitted data as an unencrypted Microsoft SQL database; permanently and irrecoverably delete all copies of submitted data; and provide you with written certification that the Vendor has done this. The Vendor reserves the right to charge the School where the Vendor has incurred costs in adhering to such a request.

Where a licence has expired but a School requires assistance, the Vendor may choose to provide such assistance and will charge its standard rates for assistance to non-licenced schools.

Where a licence has expired and the School wishes to re-establish its licence, a penalty fee may be applied in addition to the annual licence fee.

General conditions

The licence conditions, fees, standard rates for assistance, training and penalty rates will be determined by the Vendor and may change from time to time, as deemed appropriate by the Vendor.

The Vendor will ensure that any access to the School's data will be in accordance with its Privacy Agreement, a copy of which may be found on the Vendor's website.

The Vendor may monitor the usage of the program, to the extent necessary to check user numbers and to provide support services, and receive automatic error reports. The Vendor may monitor the usage of the program and receive automatic error reports. The School may opt out of this by contacting the Vendor.

1 January 2022