

END-USER LICENCE AGREEMENT FOR PRIMER VERSION 7 AND PERMANOVA+

This End-User Licence Agreement is a legal agreement between you (either an individual or a single entity) (**Licensee**) and Quest Research Limited trading as PRIMER-e, New Zealand company number 3214606, (**Licensor**) and describes your rights and obligations regarding the use of the Software (as defined below).

By downloading, installing and/or using the Software, you:

- ▲ acknowledge that you have read and understood this Agreement;
- ▲ agree to this Agreement; and
- ▲ where you download, install and/or use on behalf of another person (e.g. a company), confirm that you are authorised to, and do in fact, agree to the Agreement on that person's behalf and that, by accepting the Agreement on that person's behalf, that person is bound by the Agreement.

If you do not agree to the Agreement, you must not download, install or use the Software and you must remove all the files related to the Software from your storage media and cease any further use of the Software. Any violation of the Agreement may subject you to legal liability.

1 INTERPRETATION

1.1 **Definitions:** In the Agreement, the following terms have the stated meaning:

Term	Meaning
Agreement	this Agreement, including Schedules A and B.
Approved Purpose	<ul style="list-style-type: none">▲ where the Software is used in Trial Mode, solely for evaluating the features of the Software; and▲ in all other cases, for the purposes, and subject to the restrictions, set out in Schedule B in respect of the Licence Type that you purchased.
Confidential Information	any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the Agreement. The Licensor's Confidential Information includes the Software, the Documentation and the Licence Key(s).
Documentation	the user and technical documentation designed to enable the Licensee to properly use and operate the Software (if any), including any update of the documentation.
End Date	This Agreement has no pre-determined End Date.
Force Majeure	an event that is beyond the reasonable control of a party, excluding: <ul style="list-style-type: none">▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or▲ a lack of funds for any reason.
Individual	a natural person. A company or other incorporated entity is not an Individual.
Intellectual Property Rights	includes copyright, and all worldwide rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Term	Meaning
Licence Fee	the one-off licence fee payable by the Licensee for the applicable Licence Type as set out in the Licensor's quote or proposal or invoice.
Licence Key	an alphanumeric sequence that is issued by the Licensor to the Licensee and used to activate an installation of the Software.
Licence Type	<p>the licence type purchased by the Licensee for the Licensee's use of the Software, and further described in Schedule B, namely:</p> <ul style="list-style-type: none"> • an Academic PRIMER version 7 Licence, or • a Commercial PRIMER version 7 Licence, or • a Public Sector PRIMER version 7 Licence, or • a Student PRIMER version 7 Licence, or • a Teaching PRIMER version 7 Licence, or • a Designated Computer PRIMER version 7 Licence, or • a PERMANOVA+ Licence
Payment Terms	the payment terms agreed to by the Licensee (if any).
Personal Computer	a computer that is only accessed by one Individual at any one time.
Sales Tax	goods and services tax, value added tax, sales tax, or an equivalent other type of tax, or any duty, tariff or other impost imposed at local, state or national level arising from the transactions contemplated by the Agreement.
Software	PRIMER version 7 (a Windows application for statistical analysis) and/or PERMANOVA+ (an add-on for PRIMER version 7 allowing analysis of more complex experimental designs), including any Update.
Start Date	the date the Software is first downloaded, installed or used by the Licensee.
Support Services	the support services described in Schedule A.
Trial Mode	the version of the Software that is accessible if the Software is run without being activated by a Licence Key.
Update	a relatively minor release of the existing Software made available to the Licensee by the Licensor that adds minor features or corrects bugs.

Term	Meaning
Warranty Period	90 days from the Start Date.

1.2 **Interpretation:** In the Agreement:

- a clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;
- b words in the singular include the plural and vice versa;
- c a reference to:
 - i a **party** to the Agreement includes that party's permitted assigns;
 - ii **personnel** includes officers, employees, contractors and agents, but a reference to the Licensee's personnel does not include the Licensor;
 - iii a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
 - iv **including** and similar words do not imply any limit; and
 - v a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;
- d no term of the Agreement is to be read against a party because the term was first proposed or drafted by that party; and

2 LICENCE

- 2.1 **Grant of licence:** The Licensor grants to the Licensee, and the Licensee accepts, a non-exclusive and non-transferable licence for the duration of the Agreement to use the Software and the Documentation solely for the Approved Purpose and on the terms and conditions of the Agreement.
- 2.2 **Personnel:** If your personnel use the Software, you must procure their compliance with the Agreement. A breach of the Agreement by any of your personnel is deemed to be a breach of the Agreement by you.

3 TRIAL PERIOD

- 3.1 **Trial period:** Where the Licensee has elected to access and use the Software in Trial Mode then the Agreement applies except to the extent varied in this clause 3.
- 3.2 **Limited period:** The Licensee may use the Software in Trial Mode for a trial period not more than 30 days from the Start Date (**Trial Period**).

- 3.3 **As is basis:** The Software is provided to the Licensee during the Trial Period on an *as is* basis, and, despite any other provision in the Agreement, all conditions, warranties, guarantees and indemnities in relation to the Software are excluded by the Licensor to the fullest extent permitted by law.
- 3.4 **Fees:** No Licence Fee is payable for the Licensee's access and use of the Software during the Trial Period. The Licensee must purchase access to the paid version of the Software if it wishes to access and use the Software following expiry of the Trial Period.
- 3.5 **No obligation:** Nothing in the Agreement imposes any obligation:
- a on the Licensee, at the termination or expiry of the Trial Period, to purchase a licence to the Software; or
 - b on the Licensor:
 - i at the termination or expiry of the Trial Period, to grant a licence to the Software to the Licensee; or
 - ii to include any feature or part of the Software in any paid version of the Software.

4 LICENCE CONDITIONS

- 4.1 **Conditions:** The Licensee must:
- a use the Software and the Documentation for lawful purposes only and must not copy (except making a single copy for the Licensee's own back-up purposes), reproduce, translate, decompile, reverse-engineer, resell, modify, vary, sub-licence or otherwise deal in the Software or the Documentation except:
 - i as expressly provided for in the Agreement; or
 - ii to the extent expressly permitted by any law or treaty that is in force where that law or treaty cannot be excluded, restricted or modified by the Agreement;
 - b use the Software and the Documentation solely for the Approved Purpose and must not:
 - i access or use the Software or the Documentation via a network storage device, including but not limited to, through Citrix or Citrix-type environments; or
 - ii make any use of the Software outside of the Approved Purpose without express written consent from the Licensor;
 - c ensure the Software and the Documentation are protected at all times from misuse, damage, destruction or any form of unauthorised use, copying or disclosure;
 - d maintain all proprietary notices on the Software and the Documentation;
 - e not transfer, assign or otherwise deal with or grant a security interest in the Software, the Documentation or the Licensee's rights under the Agreement;

- f not challenge the Licensor's ownership of (including the Intellectual Property Rights in) the Software, the Documentation or any other item or material created or developed by or on behalf of the Licensor under or in connection with the Agreement; and
- g notify the Licensor in writing immediately after it becomes aware of any circumstance which may suggest that any person may have unauthorised knowledge, possession or use of the Software or the Documentation.

4.2 **Licence Key:** The Licensee is responsible for the lawful administration, installation and use of the Licence Key.

5 SUPPORT SERVICES

If the Licensee has purchased one or more licences from the Licensor, the Licensor will provide the Licensee with Support Services as deemed appropriate by the Licensor in accordance with Schedule A, provided the Licensee has:

- a purchased a licence from the Licensor within the past three years;
- b paid the agreed Licence Fee in full;
- c maintained a proper operating environment for the use of the Software in accordance with any guidance from the Licensor, including in the Documentation; and
- d complied with the Agreement and the Documentation.

6 LICENCE FEES

6.1 **Licence Fee:** The Licensee must pay to the Licensor the agreed Licence Fee for any Licence Types under this Agreement. The Licence Fee is payable in advance prior to you downloading, installing and/or using the Software.

6.2 **Sales Tax:** The Licence Fee excludes Sales Tax, which you must pay in addition to the Licence Fee.

7 INTELLECTUAL PROPERTY

7.1 **Retained Intellectual Property:** Subject to clauses 7.2 and 7.3, the following Intellectual Property remains the property of the current owner:

- a Intellectual Property that existed prior to the Start Date; and
- b Intellectual Property that was developed independently of the Agreement.

7.2 **Software and related IP:** From the date of creation or development, the Licensor owns all Intellectual Property Rights in:

- a the Software and the Documentation; and

- b any other item or material created, developed or provided by or on behalf of the Licensor under or in connection with the Agreement.

7.3 Feedback: If the Licensee provides the Licensor with ideas, comments or suggestions relating to the Software or the Documentation (together **feedback**):

- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material enhancements, modifications or derivative works), are owned solely by the Licensor; and
- b the Licensor may use or disclose any feedback for any purpose.

7.4 IP indemnity:

- a The Licensor indemnifies the Licensee against any claim or proceeding brought against the Licensee to the extent that claim or proceeding alleges that the Licensee's use of the Software in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (**IP Claim**). The indemnity is subject to the Licensee:
 - i promptly notifying the Licensor in writing of any IP Claim;
 - ii making no admission of liability and not otherwise prejudicing or settling the IP Claim, without the Licensor's prior written consent; and
 - iii giving the Licensor complete authority and information required for the Licensor to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for the Licensor's account.
- b The indemnity in clause 7.4a does not apply to the extent that an IP Claim arises from or in connection with:
 - i the Licensee's breach of the Agreement;
 - ii the use of the Software in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorised in writing by the Licensor;
 - iii any third party data or data owned by the Licensee; or
 - iv modification or alteration of the Software by a person other than the Licensor.
- c If at any time an IP Claim is made, or in the Licensor's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, the Licensor may (at the Licensor's option):
 - i obtain for the Licensee the right to continue using the items that are the subject of the IP Claim; or
 - ii modify, re-perform or replace the items that are the subject of the IP Claim so they become non-infringing.

8 CONFIDENTIALITY

8.1 **Security:** Each party must, unless it has the prior written consent of the other party:

- a keep confidential at all times the Confidential Information of the other party;
- b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
- c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clause 8.1a and 8.1b.

8.2 **Permitted disclosure:** The obligation of confidentiality in clause 8.1a does not apply to any disclosure or use of Confidential Information:

- a for the purpose of performing the Agreement or exercising a party's rights under the Agreement;
- b required by law (including under the rules of any stock exchange);
- c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or
- e by the Licensor if required as part of a *bona fide* sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Licensor enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 8.

9 WARRANTIES

9.1 **Mutual warranties:** Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which will constitute binding obligations on the warranting party.

9.2 **Licensor warranties:** The Licensor warrants that:

- a to the best of its knowledge, the use of the Software by the Licensee in accordance with the Agreement will not infringe the Intellectual Property Rights of any other person; and
- b during the Warranty Period, the Software will materially perform in conformity with the Documentation although the Licensee acknowledges that the Software is of a technical nature and may not be error-free or bug-free.

- 9.3 **Breach of warranty:** Subject to clause 9.4, if the Software does not meet the warranty in clause 9.2b, the Licensor must, at its option and cost, remedy, repair, enhance or replace the defective item so that the Software meets and satisfies that warranty. The remedy, repair, enhancement or replacement of a defective item as described in this clause will be the Licensee's sole remedy against the Licensor for a breach of warranty under clause 9.2b.
- 9.4 **Exclusion of warranty cover:** The Licensor is not obliged to remedy, repair, enhance or replace any defective item under clause 9.3 to the extent that the defect arises from or in connection with:
- a modification or alteration of the Software by any person other than the Licensor; or
 - b a breach of the Agreement by the Licensee, including use of the Software by the Licensee or its personnel in a manner or for a purpose not reasonably contemplated by the Agreement or not authorised in writing by the Licensor.
- 9.5 **No implied warranties:** To the maximum extent permitted by law:
- a the Licensor's warranties are limited to those set out in the Agreement and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty under the Sale of Goods Act 1908) are expressly excluded and, to the extent that they cannot be excluded, liability for them must not exceed an amount equal to the Licence Fee paid by the Licensee; and
 - b the Licensor makes no representation concerning the quality of the Software or the Support Services, and does not promise that the Software will be error-free, bug-free, or will operate without interruption.
- 9.6 **Consumer Guarantees Act:**
- a Where the Licensee is acquiring the Software and the Support Services, and entering the Agreement, for the purpose of a business, the Licensee agrees that the Consumer Guarantees Act 1993 does not apply to the supply of the Software or the Support Services, or the Agreement; and
 - b Except to the extent permitted by law, nothing in the Agreement has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability will be limited to an amount equal to the Licence Fee paid by the Licensee.

10 LIABILITY

- 10.1 **Maximum liability:** The maximum aggregate liability of the Licensor under or in connection with the Agreement or relating to the Software or the Support Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed an amount equal

to the Licence Fee paid by the Licensee under the Agreement. The cap in this clause 10.1 includes the cap set out in clause 9.5a.

10.2 Unrecoverable loss: Neither party is liable to the other under or in connection with the Agreement for any:

- a loss of profit, revenue, savings, business, data and/or goodwill; or
- b consequential, indirect, incidental or special damage or loss of any kind.

10.3 Unlimited liability:

a Clauses 10.1 and 10.2 do not apply to limit the Licensor's liability:

- i under the indemnity in clause 7.4a; or
- ii under or in connection with the Agreement for:
 - ▲ personal injury or death;
 - ▲ fraud or wilful misconduct; or
 - ▲ a breach of clause 8.

b Clause 10.2 does not apply to limit the Licensee's liability:

- i to pay the Licence Fee; or
- ii under or in connection with the Agreement for:
 - ▲ breach of clause 2 or 3; or
 - ▲ those matters stated in clause 10.3aii.

10.4 No liability for other's failure: Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

10.5 Mitigation: Each party must take reasonable steps to mitigate any loss or damage, cost, or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

11 TERM AND TERMINATION

11.1 **Duration:** The Agreement starts on the Start Date and continues until terminated in accordance with its terms.

11.2 Termination rights:

- a Either party may, by notice to the other party, immediately terminate the Agreement if the other party:
 - i breaches any material provision of the Agreement and the breach is not:
 - ▲ remedied within 30 days of the other party notifying it of the breach; or
 - ▲ capable of being remedied;
 - ii becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or
 - iii is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.
- b The Licensor may, by notice to the Licensee, immediately terminate the Agreement if:
 - i the remedies in clause 7.4c are exhausted without remedying or settling the IP Claim; or
 - ii the Licensee fails to install an Update in accordance with Schedule A.

11.3 Consequences of termination or expiry:

- a Termination or expiry of the Agreement does not affect either party's rights and obligations accrued before that termination or expiry.
- b On termination or expiry of the Agreement, the Licensee remains liable for any portion of the Licence Fee that remains outstanding for the rights and services provided prior to that termination or expiry.
- c Each party must, at the other party's request following the termination or expiry of the Agreement, return to the other party or destroy all Confidential Information of the other party (including, in the case of the Licensee, the Software and Documentation) in the first party's possession or control.

11.4 **Obligations continuing:** Clauses which, by their nature, are intended to survive termination or expiry of the Agreement, including clauses 7, 8, 10, 11.3, 11.4 and 12, continue in force.

12 DISPUTES

- 12.1 **Good faith negotiations:** Before taking any Court action, a party must use their best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations.
- 12.2 **Obligations continue:** Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.
- 12.3 **Right to seek relief:** This clause 12 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

13 GENERAL

- 13.1 **Force majeure:** Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:
- a immediately notifies the other party and provides full information about the Force Majeure;
 - b uses best efforts to overcome the Force Majeure; and
 - c continues to perform its obligations to the extent practicable.
- 13.2 **Import/export controls:** You must comply with all applicable import and export control and economic sanction laws and regulations, including those of the United States, that restrict or prohibit the export, re-export, or transfer of products, technology, services or data, to or for certain countries, end uses, or end users.
- 13.3 **Waiver:** To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.
- 13.4 **Independent contractor:** The Licensor is an independent contractor of the Licensee. No other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.
- 13.5 **Notices:** A notice given by a party under the Agreement must be delivered to the other party via email to an email address notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.
- 13.6 **Severability:** Any illegality, unenforceability or invalidity of a provision of the Agreement does not affect the legality, enforceability or validity of the remaining provisions of the Agreement.
- 13.7 **Variation:** Any variation to the Agreement must be in writing and signed by both parties.
- 13.8 **Entire agreement:** The Agreement sets out everything agreed by the parties relating to the Software licence and the Support Services and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the Software licence and the Support Services that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any

effect from the Start Date. Without limiting the previous sentence, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986.

13.9 No assignment:

- a The Licensee may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the prior written consent of the Licensor, that consent not to be unreasonably withheld. The Licensee remains liable for its obligations under the Agreement despite any approved assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing.
- b Any change of control of the Licensee is deemed to be an assignment for which the Licensor's prior written consent is required under clause 13.9a. In this clause, **change of control** means any transfer of shares or other arrangement affecting the Licensee or any member of its group which results in a change in the effective control of the Licensee.

13.10 Law: The Agreement is governed by, and must be interpreted in accordance with, the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with the Agreement.

13.11 Counterparts: The Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter the Agreement by signing and emailing a counterpart copy to the other party.

SCHEDULE A

Support Services

Schedule A sets out the terms on which the Licensor will provide Support Services to the Licensee.

- 1 Provided that the Licensee has paid the Licence Fee, and subject to the conditions in sections 3 and 4 of this Schedule A, during the period of 3 years from the Start Date, the Licensor will perform the Support Services deemed appropriate and reasonable by the Licensor for any Software installed under a licence purchased from the Licensor.
- 2 Where the Licensee considers on reasonable grounds that the Software is not materially performing in conformity with the Documentation, the Licensor must:
 - a provide telephone or email support in the form of consultation, assistance and advice; and
 - b use reasonable efforts to assist in the resolution of the issue (taking into account the nature and severity of the issue).
- 3 The provision of Support Services is conditional on the Licensee:
 - a first using reasonable efforts to resolve the issue by referring to the Documentation; and
 - b contacting the Licensor during its business hours (Monday to Friday from 9.00am to 5.00pm (New Zealand time), excluding public holidays in New Zealand) via one of the following methods:

Telephone: +64 9 869 2230

Email: tech@primer-e.com
- 4 The Licensor may, at its discretion, from time to time provide the Licensee with Updates, in which case the terms set out below will apply.
 - a Where the Licensor provides an Update, the Licensee must promptly install the Update.
 - b Without limiting clause 11.2bii, if the Licensee fails to install the Update, the Licensor may, at its option, cease to provide the Support Services.
- 5 Nothing in the Agreement requires the Licensor to provide Support Services where the support is required as a result of a circumstance described in clause 9.4a or 9.4b.

SCHEDULE B

Licence Types and Usage

This Schedule B sets out the rights granted to the Licensee to use the Software under each Licence Type.

The Software is installed by direct download and installation and authenticated by using a unique alpha-numeric Licence Key. Each licence is identified using a unique serial number.

1 Academic PRIMER version 7 licence

1.1 User Details:

- a Each Academic PRIMER version 7 licence must be granted to a single Individual who is either the Licensee (if the Licensee is a natural person), an employee of the Licensee, a student supervised by the Licensee, or a student enrolled in a course of study offered by the Licensee; and
- b the name, affiliation, physical address and email address of the Individual to whom each Academic PRIMER version 7 licence (identified by its unique serial number) is granted must be provided in writing to the Licensor within 10 days of the licence being granted.

1.2 **Machine Details:** Any Individual who has an Academic PRIMER version 7 licence granted to them may install the Software and use PRIMER version 7 on up to two Personal Computers for their own exclusive use within the terms of the Agreement.

1.3 **Usage Limits:** An Academic PRIMER version 7 licence may only be used by staff members of academic institutions, their postdoctoral researchers or their students.

2 Commercial PRIMER version 7 licence

2.1 User Details:

- a Each Commercial PRIMER version 7 Licence must be granted to a single Individual who is either the Licensee (if the Licensee is a natural person), an employee of the Licensee, a student supervised by the Licensee, or a student enrolled in a course of study offered by the Licensee; and
- b the name, affiliation, physical address and email address of the Individual to whom each Commercial PRIMER version 7 licence (identified by its unique serial number) is granted must be provided in writing to the Licensor within 10 days of the licence being granted.

2.2 **Machine Details:** Any Individual who has a Commercial PRIMER version 7 licence granted to them may install the Software and use PRIMER version 7 on up to two Personal Computers for their own exclusive use within the terms of the Agreement.

3 Public Sector PRIMER version 7 licence

3.1 User Details:

- a Each Public Sector PRIMER version 7 licence must be granted to a single Individual who is either the Licensee (if the Licensee is a natural person), an employee of the Licensee, a student supervised by the Licensee, or a student enrolled in a course of study offered by the Licensee; and
- b the name, affiliation, physical address and email address of the Individual to whom each Public Sector PRIMER version 7 licence (identified by its unique serial number) is granted must be provided in writing to the Licensor within 10 days of the licence being granted.

3.2 Machine Details: Any Individual who has a Public Sector PRIMER version 7 licence granted to them may install the Software and use PRIMER version 7 on up to two Personal Computers for their own exclusive use within the terms of the Agreement.

3.3 Usage Limits: A Public Sector PRIMER version 7 licence may only be used by staff members of publicly funded organisations, or their students.

4 Student PRIMER version 7 licence

4.1 User Details:

- a Each Student PRIMER version 7 licence must be granted to a single Individual who is either the Licensee (if the Licensee is a natural person), or a student enrolled in a course of study offered by the Licensee; and
- b the name, affiliation, physical address and email address of the Individual to whom each Student PRIMER version 7 licence (identified by its unique serial number) has been granted must be provided in writing to the Licensor within 10 days of the licence being granted.

4.2 Machine Details: Any end-user who has been granted a Student PRIMER version 7 licence may install the Software and use PRIMER version 7 on up to two Personal Computers for their own exclusive use within the terms of the Agreement.

4.3 Usage Limits: A Student PRIMER version 7 licence may only be used by a student enrolled in a *bona fide* course of study.

5 Teaching PRIMER version 7 licence

5.1 Machine Details: Each Teaching PRIMER version 7 licence allows the installation of the Software and the use of PRIMER version 7 on the same number of machines as the number of seats listed on the Teaching PRIMER version 7 licence (e.g., 100 machines for 100 seats). All such machines must be housed in one or more teaching

labs owned and operated by the Licensee and administered by its own academic or IT staff.

- 5.2 **Usage Limits:** Each copy of the Software installed under the terms of a Teaching PRIMER version 7 licence may only be used by students enrolled in a course of study offered by the Licensee and used only for educational purposes associated with the relevant course of study. Teaching licence installations of the Software may not be used for research or commercial purposes, including any research or commercial work done by students at either undergraduate or postgraduate level.

6 Designated Computer PRIMER version 7 licence

6.1 Machine Details:

- a Each Designated Computer PRIMER version 7 licence grants the Licensee the right to install one copy of the Software on a single Personal Computer owned by the Licensee.
- b A Designated Computer PRIMER version 7 licence does not permit installation of the Software on a server or network storage device, including without limitation through Citrix or Citrix-type environments.
- c On up to two occasions in each calendar year, the Licensee may uninstall the copy of the Software installed under this Designated Computer PRIMER version 7 licence and then install the Software on a new Personal Computer, provided that the new Personal Computer is not a server or network storage device, including without limitation through Citrix or Citrix-type environments.

- 6.2 **Usage Limits:** At any one time the copy of PRIMER version 7 installed under a Designated Computer PRIMER version 7 licence may be used by a single employee of the Licensee or a single student enrolled in a course of study offered by the Licensee.

7 PERMANOVA+ licence

- 7.1 Any Individual to whom a PRIMER version 7 Licence of any of the following Licence Types has been granted:

- Academic PRIMER version 7 licence
- Commercial PRIMER version 7 licence
- Public Sector PRIMER version 7 licence
- Student PRIMER version 7 licence
- Teaching PRIMER version 7 licence
- Designated Computer PRIMER version 7 licence

may install and use the PERMANOVA+ add-on package in accordance with the Machine Details, Usage Limits and User Details of their PRIMER version 7 licence Type.