

LINGUA METRIC SYSTEMS

PILOT LICENCE AGREEMENT

1. PARTIES

This Agreement is entered into between:

Licensor: Lingua Metric Systems ("LMS")

and

the Licensee purchasing an LMS licence.

2. PURPOSE

The purpose of this Agreement is to grant the Licensee a limited, non-transferable licence to use Lingua Metric Systems assessment materials, reporting tools, certificates, and related resources for internal educational purposes during the agreed licence period.

3. LICENCE GRANT

Subject to payment of the applicable licence fee, LMS grants the Licensee a non-exclusive, non-transferable licence to:

- Administer LMS assessments to enrolled students.
 - Use LMS scoring tools, answer keys, rubrics, progress reports, and certificates.
 - Print or digitally distribute assessment materials to authorised teachers within the Licensee organisation.
 - Issue LMS certificates to students who have completed assessments in accordance with LMS guidelines.
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3A. SINGLE CENTRE LICENCE

Unless otherwise agreed in writing by LMS, each licence is granted to one physical centre location only.

The Licensee may use LMS materials solely within the centre location identified during registration or licence purchase.

The licence may not be shared, transferred, copied, or extended to additional branches, campuses, franchise locations, partner organisations, or affiliated entities without the prior written consent of LMS.

Where a Licensee operates multiple locations, a separate licence may be required for each location unless LMS expressly agrees otherwise in writing.

4. LICENCE PERIOD

The licence is valid for one assessment cycle unless otherwise stated in writing.

The licence period commences upon receipt of payment and remains valid until completion of the assessment cycle covered by the purchased licence.

5. FEES

Licence fees are determined according to the pricing structure communicated by LMS.

Unless otherwise agreed in writing, all fees are non-refundable once assessment materials have been supplied.

6. INTELLECTUAL PROPERTY

All assessment materials, rubrics, answer keys, templates, reports, certificates, audio files, and related resources remain the intellectual property of Lingua Metric Systems.

Nothing in this Agreement transfers ownership of any intellectual property rights to the Licensee.

7. RESTRICTIONS

The Licensee must not:

- Sell, sublicense, rent, lease, or redistribute LMS materials.
 - Share LMS materials with third parties outside the licensed organisation.
 - Upload LMS materials to publicly accessible websites.
 - Remove copyright notices, watermarks, or ownership statements.
 - Create competing commercial assessment products based substantially on LMS materials.
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8. PERMITTED MODIFICATIONS

The Licensee may make minor contextual adjustments where necessary for classroom use, including:

- Replacing individual vocabulary items with equivalent alternatives.
- Adjusting names, locations, or examples to suit local learners.
- Formatting materials for printing purposes.

Substantial modification, republication, resale, or commercial redistribution is not permitted without written approval from LMS.

9. CONFIDENTIAL MATERIALS

Teacher guides, answer keys, scoring rubrics, assessment administration materials, and related resources are confidential and must only be accessed by authorised staff.

The Licensee must take reasonable steps to prevent unauthorised access.

10. CERTIFICATES

LMS certificates may only be issued to students assessed using authorised LMS materials.

Certificates must not be altered except for approved editable fields, including student name, assessment date, authorised signature, and other fields specifically designated by LMS.

10A. WHITE-LABEL LICENCES

White-label licences permit the Licensee to customise approved certificate and progress report templates using the organisation's own branding.

White-label licences do not transfer ownership of LMS assessment content, assessment frameworks, scoring systems, audio files, or supporting resources.

All LMS intellectual property rights remain the property of Lingua Metric Systems.

11. LIMITATION OF LIABILITY

LMS provides assessment materials in good faith for educational purposes.

To the maximum extent permitted by law, LMS shall not be liable for indirect, consequential, incidental, or special losses arising from the use of LMS materials.

The Licensee remains responsible for implementation, assessment administration, student placement decisions, and educational outcomes.

12. TERMINATION

LMS may terminate this licence immediately if the Licensee materially breaches this Agreement.

Upon termination, the Licensee must cease using LMS materials and destroy any unauthorised copies.

13. GOVERNING LAW

This Agreement shall be governed by the laws of Victoria, Australia, unless otherwise required by applicable law.

14. ACCEPTANCE

By purchasing an LMS licence through the LMS website or an authorised LMS payment link, the Licensee acknowledges and agrees to this Agreement.

The Licensee acknowledges that they have been provided with a reasonable opportunity to review the terms of this Agreement prior to purchase.

Acceptance of this Agreement may occur by:

(a) providing written confirmation via email that the Licensee has read and accepts the terms of this Agreement; or

(b) paying the applicable licence fee.

Either method shall constitute acceptance of this Agreement and indicate that the Licensee has read, understood, and agreed to be bound by its terms.

Where payment is made following access to this Agreement, payment of the licence fee shall constitute acceptance of the Licence Agreement.

Lingua Metric Systems

Assessment Issued By:

Glen Hubbard

Assessment Coordinator

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