

COPYRIGHT LICENCE AGREEMENT

1. This copyright license agreement (the “Agreement”) is made between IT Governance Ltd, company number 4418178 registered in England with offices at Unit 3, Clive Court, Cambridgeshire Business Park, Ely, CB7 4EH Cambridgeshire (“IT Governance”), and You (the individual or organization that purchased this Documentation Toolkit, directly from IT Governance Ltd as confirmed by an official, original invoice from IT Governance Ltd) and is effective from the date (as evidenced by the invoice date shown on the IT Governance Ltd invoice) on which you made the purchase.
2. Your use in any way of any part of the Material constitutes acceptance of the terms of this Agreement.
3. IT Governance owns the copyright in all the content material (whether slide presentations, manuals, procedures, guidance notes, or information or any kind) contained within the Documentation Toolkit (the “Material”) that you have purchased, as well as in any upgrades or updates or any sort that may, from time to time, be made available to you.
4. IT Governance hereby grants you a non-exclusive, non-transferable, royalty-free and revocable license to reproduce and alter the Material for the purpose of developing and deploying an Information Security Management System within a single organization. For the purposes of this clause, a single organization (the “Organization”) is defined as the single organization (which, for the avoidance of doubt, may operate from multiple locations and/or in a number of geographic areas and/or legal jurisdictions) that is within the scope of a single Information Security Management System (“ISMS”) that is documented through the use of the material.
5. This licence does not include the right to deploy the Material in more than one ISMS and, where a single organization operates more than one ISMS, the Material is licensed for deployment in only one of them.
6. The license does not extend to any IT Governance trademarks that may be contained within the Material, all of which should be removed prior to deployment in your organization.
7. The licence does not include copyright in any software or other computer program that may be incorporated in the Material and which are the property of other organizations.
8. The licence does not include the right to reproduce, distribute or sell the Material, or any derivation of the Material of any sort, in any format outside the Organization
9. The licence does not extend to any other information, property or rights owned by IT Governance. Other than the Material, no licence is granted to reproduce, distribute or sell any other of IT Governance’s copyrighted materials.
10. It is understood that the Material will become part of your ISMS documentation, may be distributed and published as part of the development, deployment and maintenance of your ISMS, and that your ISMS may also contain information from other sources.

COPYRIGHT LICENCE AGREEMENT

11. You may freely reproduce, amend, alter and distribute the Material within the Organization in both printed and electronically retrievable forms.
12. You agree to mark each reproduction of the Material, or any derivation of the Material, as follows: ‘This document contains material that is distributed under licence from IT Governance Ltd. No reproduction or distribution of this material outside [insert the name of your organization] is allowed without the permission of both IT Governance Ltd and [insert your name]’.
13. You agree that you will not use the trademark or name of IT Governance in connection with your products, services or business.
14. You agree that you will not make the Material available to any other individual or organization that is external to the Organization and that you will promptly notify IT Governance of any infringements of this licence or any unauthorized reproduction or distribution of the Material which may come to your attention. You acknowledge that any failure to comply with this clause will constitute a material breach of this Agreement. Nothing in this Agreement shall be interpreted as restricting or preventing you from enforcing your own copyrights.
15. You agree to hold IT Governance harmless, and defend and indemnify IT Governance against any and all claims of liability of any sort arising out of the use of the Material and against all and costs (including all legal and related costs) arising out any breach of the Agreement by You.
16. This Agreement and all rights and duties herein are personal to You and are not assignable (other than in the course of corporate re-organization), in whole or in part, without the prior written agreement of IT Governance.
17. This Agreement is the entire agreement between You and IT Governance and You agree that it will be subject to the laws of England and that any matter arising out of this agreement will be subject to the jurisdiction of the English courts only.