

QWARIE GENERAL END-USER LICENCE AGREEMENT

Section 1. Introduction

This end-user licence agreement (EULA) is a legal agreement between You (either an individual or a single entity) and Qwarie Ltd. and governs Your use of mSIS and all print and digital materials associated with mSIS, that Qwarie might provide.

mSIS is a powerful software application for the capture and reporting of internet intelligence and investigations (i3).

By taking any step to install and use mSIS, You agree to be bound by the terms and conditions of this EULA.

You are bound by this licence, regardless of any commercial contract between Qwarie and Your organisation, so that this licence governs the download, install and use of mSIS where there might be no other contract and where there might be a commercial contract.

When You use mSIS, You must comply with all applicable UK legislation and with any applicable international legislation, including the local legislation in Your country of residence.

If You do not agree to the terms and conditions of this EULA, You may not install or use mSIS.

Section 2. Definitions

2.1. “You” or “Your” shall mean the entity or individual that installs and/or uses mSIS.

2.2. “Qwarie” shall mean the owner and the provider of mSIS.

2.3. “mSIS” is an acronym of Multi-Source Investigation Suite.

2.4. “mSIS” includes all print and digital materials related to mSIS.

Section 3. Grant of Licence

Qwarie grants You the following non-exclusive, non-transferable licence under copyright, provided You agree and comply with all the terms and conditions of this EULA:

3.1. mSIS is licensed to You. It is not sold to You by Qwarie. Qwarie owns all rights, title and interest in and to mSIS. You agree to refrain from any action that would diminish such rights or would call them into question.

3.2. You may benefit from this licence and shall be bound by this licence regardless of any standard operating procedure issued by Your organisation.

3.3. You may not use mSIS in any unlawful manner, or in a manner which promotes or encourages illegal activity.

3.4. You may not seek to separate any component part of mSIS, so that it might be removed from mSIS, and so that You might intend to use that component part, in the belief that there is no Qwarie licence to abide by.

3.5. You may not reverse engineer, decompile, disassemble or create derivative works of mSIS.

3.6. Reproduction and redistribution of mSIS is strictly prohibited, for any and all reasons. Should You reproduce and/or redistribute mSIS without authorization, You shall incur a liability and Qwarie shall seek damages from You.

3.7. This licence does not grant You permission to use the trade names, trademarks, service marks, or product names of Qwarie, except as required for reasonable and customary use in describing the origin of mSIS.

3.8. You may not rent or lease mSIS to any other individual or entity, for any reason.

3.9. You may not sub-licence mSIS to any other individual or entity, for any reason.

3.10. mSIS free Screen-shot function - within Toolbox 2 on right click, this function allows You to capture a Complete, Visible or Selection of any webpage.

3.11. To benefit from this function, You do not have to have a commercial contract with Qwarie, this licence grants you the right to use this free function.

Section 4. Upgrades

4.1. While mSIS is installed on Your computer, You shall receive upgrades to mSIS.

4.2. This licence includes all upgrades that might be installed unto Your computer.

4.3. Qwarie might reserve the right to provide other terms and conditions with an upgrade to mSIS.

Section 5. Print and Digital Materials

5.1. Qwarie might provide You with print and digital materials, including but not limited to:-

- (a)** training manual in print and digital format, and;
- (b)** mSIS tutorial material in video format, and;
- (c)** promotional material in print and video format, and;
- (d)** other documentation in print format.

5.2. Qwarie shall make available the print and digital materials to You through the Qwarie CRM, and;

5.3. where You access the CRM, Qwarie reserves the right to make a record of Your access and store that data within the CRM and to process that data, so that Qwarie might provide a better service to You.

5.4. You have no right to distribute the print and digital materials that Qwarie provides to You, with the exception of the promotional material.

Section 6. Proprietary Rights and Intellectual Property

- 6.1.** All intellectual property rights in mSIS and print and digital materials are owned by Qwarie and are protected by law and copyright.
- 6.2.** No copyright is transferred to You through this licence.
- 6.3.** The structure, organization and code of mSIS is confidential information owned by Qwarie.
- 6.4.** You shall not remove any product identification, copyright notices or proprietary restrictions from mSIS or any associated material.
- 6.5.** Where Your logo might display in mSIS, and in the reporting material or in any training material, You shall not have acquired any rights to mSIS.
- 6.6.** Qwarie reserves the right to supply and support a single version of mSIS, that might display branding specific to You, only after login to mSIS.

Section 7. Privacy and Data Protection

- 7.1.** When You download and install mSIS, it is free of any personal data.
- 7.2.** Therefore mSIS is not subject to any data protection legislation (Refer to mSIS Data Protection Compliance Statement).
- 7.3.** Qwarie has no requirement to store Your personal data, however;
- 7.4.** Qwarie and You shall agree login credentials to the Qwarie CRM, that include a user-name and a password for login purposes (Refer to mSIS Security Policy and Protocol).
- 7.5.** Qwarie stores Your login credentials, in an encrypted format, on a secure server, for authentication purposes (Refer to mSIS Security Policy and Protocol).
- 7.6.** To login, You shall input Your credentials, so that You might be authenticated by the Qwarie CRM.

Section 8. Disclaimer of Warranties and Limitations of Liability

8.1. To the maximum extent permitted by applicable law, Qwarie provides mSIS “as is”, and hereby disclaim all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and of lack of viruses all with regard to mSIS.

8.2. In no event does Qwarie provide any warranty with respect to any third party hardware or software with which mSIS is designed to be used, and Qwarie disclaims all liability with respect to any failures thereof.

8.3. To the maximum extent permitted by applicable law, in no event shall Qwarie or its Suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use mSIS, or otherwise in connection with any provision of this EULA), even if Qwarie or any Supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Section 9. Term and Termination

9.1. This EULA is effective for as long as You have mSIS or any associated material in Your possession or installed on Your computer.

9.2. To terminate this licence You have to delete mSIS from Your computer, remove any other material from Your computer or any other drive in Your possession, and;

9.3. where You might have printed any document or associated material provided by Qwarie, You shall dispose of that material and you shall have no active commercial contract with Qwarie, so that;

9.4. when all of these conditions are satisfied, this licence is terminated.

Section 10. Third Party Licences

10.1. mSIS benefits from open source code made available to Qwarie from the following Third Party Suppliers:

Bootstrap: <https://github.com/twbs/bootstrap/blob/v4-dev/LICENSE>

Hopschotch: <https://github.com/linkedin/hopscotch/blob/master/LICENSE>

jQuery & jQuery UI: <https://jquery.org/license>

Tinymce: <https://github.com/tinymce/tinymce/blob/master/LICENSE.TXT>

Autosize: <https://github.com/jackmoore/autosize/blob/master/LICENSE.md>

Exif-js: <https://github.com/exif-js/exif-js/blob/master/LICENSE.md>

jQuery XMLRPC: <https://github.com/timheap/jquery-xmlrpc/blob/master/LICENSE>

Section 11. Governing Law and Jurisdiction

11.1. This EULA, and any disputes or claims arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) is governed by, and construed in accordance with, the law of England.

Section 12. Notification of changes to this EULA

12.1. From time to time, Qwarie may make changes to this EULA in accordance to changes in legislation, best practice and technology enhancements. To be notified of changes to this EULA, please subscribe to the Qwarie e-mail list.
