

QWARIE mSIS END-USER LICENCE AGREEMENT

Section 1. Introduction

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

mSIS is a software application for the capture and reporting of evidence and/or intelligence.

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 you might have with Qwarie for the use of mSIS, 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 the jurisdiction you occupy.

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. "Qwarie" is the owner and the provider of mSIS.

2.2. "mSIS" is an acronym of Multi-Source Investigation Solution.

2.3. "mSIS" includes all digital materials related to mSIS.

2.4. "CRM" is a Customer Relationship Management system, that is a secure on-line environment, provided by Qwarie and accessed by you for the management of mSIS licences.

Section 3. Grant of Licence

Where you agree and comply with all the terms and conditions of this EULA, Qwarie grants you the following:-

- a non-exclusive, non-transferable licence, under copyright, to use mSIS, and;
- a non-exclusive, non-transferable right to receive upgrades to mSIS, and;
- a non-exclusive and non-transferable right to access and use the Qwarie CRM.

3.1. mSIS is licensed to you. It is not sold to you. 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 or contract, 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 or of mSIS, except for endorsement purposes that shall benefit Qwarie Ltd.

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 includes a Screen-shot function that is available without login. This Toolbox 2 function is available on right click, and permits the capture of a Complete, Visible or Selection screen-shot of any web page.

3.11. To benefit from the Screen-shot function, you do not have to have a commercial contract with Qwarie. This licence grants you the right to use the Screen-shot function, where there might be no commercial contract, between you, or your organisation and Qwarie Ltd.

Section 4. Permissions

4.1. Explicit Permissions

When installing mSIS, your permission is required to:-

4.1.1. Access your data for all websites:

4.1.1.a. required to allow the user to extract website data into a mSIS case, while performing actions required during the research process, such as webpage archiving or extracting a Facebook ID.

4.1.2. Download files and read and modify the browser's download history:

4.1.2.a. required to generate/export case bundle and to remove mSIS case bundle export history entries, so that;

4.1.2.b. the download history listing shall not clutter up (there might be hundreds of files in one export added to downloads history).

4.1.3. Access browsing history:

4.1.3.a. removes certain mSIS add-on specific urls from navigation history (eg: popup panel urls).

4.1.4. Display notifications to you:

4.1.4.a. required to display notifications when mSIS performs (successfully or not) certain actions such as grabbing a Facebook ID, archiving webpages etc.

4.1.5. Access browser tabs:

4.1.5.a. required for opening tabs (mSIS related (like the generated report tab) or search options linking to websites).

4.1.6. Store unlimited amount of client-side data:

4.1.6.a required for storing case data locally.

4.2. Permissions Acceptance

4.2.1. Accepting these permissions shall not allow Qwarie, or any other person or entity, access to:

4.2.1.a. your computer, and;

4.2.1.b. any of your personal data that might be stored on your computer, and;

4.2.1.c. any research that you might perform with mSIS.

4.2.2. These permissions shall only allow mSIS to operate on your computer.

4.3. Qwarie Permissions

4.3.1. In the Qwarie CRM, you shall save some data, that is access activity, specifically:-

4.3.1.a. the log-in date and time, and;

4.3.1.b. the log-out date and time.

4.3.2. The duration of a logged-in session, shall be stored in the Qwarie CRM.

4.3.3. For a single user, Qwarie shall store your name, e-mail address and user-id.

4.3.4. For organisations that opt for a supervisor account, only the name, e-mail address and user-id is stored in the Qwarie CRM.

4.3.4.1. All other mSIS accounts for that organisation, only the non-attributable user-id of each user is stored in the Qwarie CRM, so that the record is not attributable to a person.

Section 5. Upgrades

5.1. While mSIS is installed on your computer, you shall receive upgrades to mSIS.

5.2. Any upgrade is delivered via a new release of mSIS.

5.3. This licence includes all upgrades that might be installed unto your computer.

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

Section 6. Digital Materials

6.1. Qwarie might provide you with digital materials, including but not limited to:-

(a) a user guide in digital format, and;

(b) mSIS tutorial material in video format, and;

6.2. where Qwarie might make some digital material publicly available, by way of the website <https://msis.app/>

6.3. You have the right to distribute, but not publish, the digital material that Qwarie provides to you, through <https://msis.app>

6.4. You have no right to distribute or publish any digital material that Qwarie provides to you, from within mSIS or the Qwarie CRM, where a login is required to access the material.

Section 7. Proprietary Rights and Intellectual Property

- 7.1.** All intellectual property rights to mSIS and any digital materials created by, or on behalf of Qwarie are owned by Qwarie and are protected by the laws of copyright and trademarks.
- 7.2.** No copyright is transferred to you through this licence.
- 7.3.** The structure, organization and code of mSIS is confidential information owned by Qwarie.
- 7.4.** You shall not remove any product identification, copyright notices or proprietary restrictions from mSIS or any associated material.
- 7.5.** 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.
- 7.6.** Where your logo might display in mSIS, and in any exported report, you shall not have acquired any rights to mSIS.
- 7.7.** Where mSIS training material might display with your logo, you shall not have acquired any rights to mSIS or the training material.

Section 8. Confidentiality

- 8.1.** Confidential Information is any sensitive information, relating to the technical functionality and features of mSIS that we have told you about, usually in an e-mail, and where this information is not publicised by Qwarie, so that it is not in the public domain and Qwarie does not want that information to enter the public domain.
- 8.2.** So that any e-mail that you receive from Qwarie, that is marked sensitive or confidential, you agree to not distribute that information to any other party or to make public that information.
- 8.3.** You agree to use Confidential Information only in connection with the licence granted under this agreement and in the understanding of mSIS functionality.
- 8.4.** Where you disclose Confidential Information and/or are in violation of this Section 7, you acknowledge and understand that;
- 8.4.1.** any such breach or violation of section 7 of this EULA, might result in immediate and severe harm to Qwarie.
- 8.4.2.** Where a breach is threatened, Qwarie shall have the right to seek an injunction, in the hope that the injunction will prevent the breach.

8.5. Where a breach of confidential information has occurred, Qwarie shall seek reparations by way of damages from you or your organisation, that are relative to the severity of the consequence visited upon Qwarie by the breach.

Section 9. Privacy, Data Protection & Personal Credentials

9.1. When you download and install mSIS, it is free of any personal data.

9.2. Therefore, mSIS is not directly subject to any data protection legislation. See mSIS Data Protection Policy.

9.3. Qwarie has no requirement to store your personal data, however;

9.4. Qwarie shall agree with you, your login credentials to the Qwarie CRM, that include a username and a password. See mSIS Security Policy and Protocol.

9.5. There is no requirement for your username to identify you personally.

9.6. Qwarie stores your login credentials, in encrypted format, on a secure server, for authentication purposes. See mSIS Security Policy and Protocol.

9.7. To login, you shall input your credentials, so that you might be authenticated by the Qwarie CRM.

Section 10. Disclaimer of Warranties and Limitations of Liability

10.1. To the maximum extent permitted by applicable law, Qwarie provides mSIS “as is”, and hereby disclaims 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.

10.2. In no event does Qwarie provide any warranty with respect to any third party hardware or software or any third party technology, solution, media platform or other data supplier, with which mSIS is designed to be used, and Qwarie disclaims all liability with respect to any failures thereof.

10.3. To the maximum extent permitted by applicable law, in no event shall Qwarie or its suppliers be liable for any special, incidental, direct or indirect, or consequential damages whatsoever, including, but not limited to, damages for loss of profits, for loss of reputation, for failed litigation or criminal prosecution, for failure of or disruption to process, for loss of data or other information, for business interruption, for personal injury or financial loss, 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 where Qwarie or any supplier has been notified of the possibility of such damages and even where any remedy might fail in its essential purpose.

10.4. You agree to indemnify and hold Qwarie harmless from and against any and all liability, claims, lawsuits, losses, demands, damages, costs, and expenses (including reasonable attorneys' fees), arising directly or indirectly out of the use of mSIS.

10.5 You agree to hold Qwarie harmless where mSIS might, due to a technical or structural issue, omit to transfer, include or disclose any information, or where a process might be regarded as not compliant with policies, procedures, legislation and guidelines within your organisation and jurisdiction, and;

10.5.1 the onus shall fall upon you to notify Qwarie of any such non-compliance, so that Qwarie might resolve the matter.

Section 11. Term and Termination

11.1. This EULA is effective for as long as you have mSIS, or any associated material, in your possession or installed on your computer.

11.2. To terminate this licence you shall delete mSIS from your computer, remove any other material from your computer or any other drive in your possession, and;

11.3. 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;

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

Section 12. Third Party Licences

12.1. 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>

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

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

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

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

pdfmake: <https://github.com/bpampuch/pdfmake>

crypto-js: <https://github.com/brix/crypto-js>

html-docx-js: <https://github.com/evidenceprime/html-docx-js>

interact.js: <https://github.com/taye/interact.js>

mark.js: <https://github.com/julmot/mark.js>

SortableJS: <https://github.com/SortableJS/Sortable>

Section 13. Governing Law & Jurisdiction

13.1. This EULA is governed by, and construed in accordance with, English law.

13.2. The parties acknowledge and agree that any dispute or claim arising out of, or in connection with this EULA, or its subject matter or formation (including non-contractual disputes or claims) is governed by the courts of England and Wales, however;

13.3. Qwarie shall not be bound by an exclusive submission to the jurisdiction of the courts of England and Wales, so that;

13.4. the rights of Qwarie to bring proceedings in another competent court in another jurisdiction, shall not (and shall not be construed as) limited by jurisdiction, so that;

13.5. Qwarie might rely on the competent judicial authority in your jurisdiction.

Section 14. Notification of changes to this EULA

14.1. From time to time, Qwarie may make changes to this EULA in accordance to changes in legislation, best practice and technology enhancements. You shall be notified of any changes to this EULA by way of the mSIS Changelog.
