

Version number: 2

Distribution: Worldwide

mSIS TRIAL CONTRACT

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1. Salient Points

(a) PARTIES

(a.i) Supplier Name:

Qwarie Ltd.

(a.ii) Customer Name:

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(b) LICENCE PROVISION

(b.i) Single User Licence

Quantity

Start Date

End Date

Total Quantity of Days

(b.ii) Multi-User Licence

Quantity

Start Date

End Date

Total Quantity of Days

(c) For additional Licence terms, see Appendix 1.

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2. Definitions

Application (the): a Multi-Source Investigation Suite software application, branded with the acronym “mSIS”, that is developed, owned and distributed by the Supplier.

Licence: a legal instrument granting the User the right to install, access and benefit from the Application.

Licencee: an employee of the Customer who is assigned the rights to access mSIS by way of a Licence.

Offer: a Notice sent by the Supplier to the Customer with terms and conditions for the trial term.

Third Party: any outside party, employee of an associated company, contractor or consultant who the Supplier may engage to deliver or assist in the delivery of the Application to the Customer.

User: each individual Licencee.

3. Purpose of the Contract

This contract sets out the Supplier's Terms and Conditions for the provision of a trial term of the Application.

4. Parties to the Contract

This agreement is made between:

(a) The Supplier:

Qwarie Ltd.

Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL

Company Registration: 10113351

VAT Number: 221713272

DUNS Number: GB256553095

(b) The Customer:

Company Name:

Registered Address:

Company Registration:

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(b.i) Customer point of contact:

Name:

E-mail:

Phone:

5. Object of the Contract

(a) The object of this contract is to provide a Licence for the Application, to the Customer, for a trial term, so that;

(b) subject to the terms and conditions of this contract, the Supplier grants to the Customer a non-exclusive, non-transferable Licence to access the Application, so that;

(c) the Customer might consider the value of the Application and derive any benefit from the Application during the trial term.

(d) The Supplier might provide the Customer with single-user Licences (Refer to clause 1(b.i) of this contract), that shall:

(d.i) be assigned to only one User, and;

(d.ii) allow for one login, and/or;

(e) the Supplier might provide the Customer with multi-user Licences (Refer to clause 1(b.ii) of this contract), that shall:

(e.i) be assigned to different Users, and;

(e.ii) allow for one login at a time.

6. Contract Term

(a) This contract becomes binding on the Parties in compliance with the start date specified in section 1 of this Contract.

(b) This Contract shall remain in effect for the duration of the trial term (Refer to section 1 of this Contract).

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7. Rights & Obligations

7.1. The Customer shall:-

- (a) agree to be bound by the terms and conditions of this contract during the trial term;
- (b) have the right to request any quantity of trial Licences;
- (c) have the right to one login for each Licence;
- (d) have the right to request tutorial videos, and on-site support that shall incur fees;
- (e) have the obligation to provide the resources to login and benefit from the Application;
- (f) be obliged to protect the brand identity of the Application and its copyright notices;
- (g) be obliged to observe any proprietary restriction that apply to the Application;
- (h) not reverse engineer, decompile, disassemble or create derivative works of the Application;
- (i) not rent or lease the Application to any other individual or entity for any reason;
- (j) not use the Application in any unlawful manner, or in a manner which promotes or encourages illegal activity.
- (k) be obliged to comply with legislation, particularly concerning matters of data protection.
- (l) be obliged to publish the Customer's data protection compliance policy, and to abide by that policy for the term of the contract.

7.2. The Supplier shall:-

- (a) have the right to vary the term, as set out in the Supplier's Offer;
- (b) reserve the right to charge a fee for on-site support and training;
- (c) be obliged to provide installation, login support and tutorial material.
- (d) be obliged to publish compliance documentation, and to abide by the policies for the duration of the contract.

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8. Proprietary Rights and Intellectual Property

(a) The Supplier owns all rights, title and interest, including all intellectual property rights to the Application, including any and all enhancements, modifications, extensions, derivative work documentation, training and presentation material.

(b) The structure, organization and code of the Application is confidential information of the Supplier.

9. Privacy and Data Protection

(a) When delivered to the Customer, the Application is free of any personal data, therefore;

(b) the Application is not subject to any data protection legislation.

(c) The Supplier has no requirement to store a Customer User's personal data (see mSIS Security Policy and Protocol).

(d) The Supplier does store a user-name and password for each Customer user, so that login can be authenticated.

(e) The Supplier shall reserve the right to acquire and store statistics relating to the Customer login activity, and access, by the Customer, of the Supplier's tutorial material.

10. Security of the Application

(a) Where the Customer deploys the Application, Third Party personal data gathered by the Customer, while performing research with the Application, is saved to the local hard drive of the Customer User, or;

(a.i) a local network drive selected by the Customer.

(b) No data acquired by the Customer is transferred to the Supplier, therefore;

(b.i) no Third Party data acquired by the Customer is stored on any server managed or owned by the Supplier or any Third Party.

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11. Disclaimer of Warranties and Limitations of Liability

a) To the maximum extent permitted by the applicable law, the Supplier provides the Application “as is”, and hereby disclaims all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of 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 the Application.

(b) In no event shall the Supplier provide any warranty with respect to any Third Party hardware or software with which the Application is designed to be used, and the Supplier shall disclaim all liability with respect to any failure thereof.

(c) To the maximum extent permitted by the applicable law, in no event shall the Supplier 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 the Application, or otherwise in connection with any provision of this contract.

12. Termination

(a) At the end of the trial term, access to the Application shall be discontinued, with or without prior notice, unless;

(b) the Parties have entered into another contract, and the Customer has fulfilled all of the terms and conditions set out by the Supplier, at the time when the trial term expires.

(c) Within the term of the trial, and where the Customer fails to comply with any of the Terms and Conditions here-in, the Supplier reserves the right to terminate the contract with immediate effect, and with no obligation to convey prior notice of termination to the Customer.

13. Governing Law and Jurisdiction

(a) This contract, 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 laws of England.