

Version number: 1

Distribution: Worldwide

m-SIS TRIAL CONTRACT

Introduction

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

This contract becomes binding on the parties when any Customer User accesses the Application for the first time.

The contract shall remain in effect for the duration of the trial term.

Definitions

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

Customer (the): a legal entity that accesses the Application.

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 m-SIS by way of a Licence.

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

Supplier (The): the supplier of the Application; Qwarie Ltd. Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL with Company registration in England & Wales number 10113351.

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.

Terms and Conditions

(a) The Customer shall agree to be bound by the terms and conditions of this contract during the trial term.

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

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- (c) The default trial term shall be 15 calendar days.
- (d) The Supplier has the right to vary the term, as set out in the Supplier's Offer.
- (e) Access to the Application on the part of a Customer User is Acceptance of this Contract by the Customer.

Rights & Obligations

The Customer shall:-

- (a) have the right to request any quantity of trial Licences.
- (b) have the right to one login for each Licence.
- (c) have the obligation to assign a Licence to only one individual.
- (d) have the obligation to provide the resources to login and benefit from the Application.
- (e) have the right to request tutorial videos, and on-site support that shall incur fees.
- (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.

The Supplier shall:-

- (a) reserve the right to acquire and store statistics relating only to the Customer login activity and access to the Supplier's tutorial material.
- (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.

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.

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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.

Termination

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

(b) the Parties have entered in to 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.

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.