



Software Licence Agreement

SOFTWARE LICENCE AGREEMENT (SLA)

1 Description of the Agreement:

This agreement describes how you are allowed to use the software that came with this agreement (the software). This agreement, together with any relevant documents provided with this agreement, applies to you using the software which came with this agreement.

If there is any difference between the paper copy of this agreement and the electronic version in the software, the paper copy will apply.

Summary of this agreement

If you accept this agreement and pay the appropriate fees, you can use the software as described in this agreement and any relevant documents (such as any extra licences provided with this agreement), Quantar Solutions Ltd's invoice, the support pages on the website at <http://www.quantarsolutions.com>

* Paragraphs 4 and 5 describe your right to use the software and some limits on how you may use it.

* Paragraph 5d tells you how Quantar Solutions Ltd use the information held about you.

* Paragraph 6a sets out your right to use Quantar Solutions Ltd's online trouble ticket system. The rest of paragraph 6 sets out your right to use information relevant to your business.

* Paragraph 7a is about technical support and replacement software.

* Paragraph 8 sets out what happens if there is a problem with the software.

* Paragraph 9 describes how Quantar Solutions Ltd's' responsibility to you is limited in certain circumstances.

If there is any difference between this summary and a term in this agreement, the term will apply.

Please make sure you agree with all the terms in this agreement before you install the software. You have 10 days to contact Quantar Solutions Ltd if you do not want to enter into this agreement, otherwise Quantar Solutions Ltd will assume that you agree with it.

2 How you indicate that you accept this agreement, and when this agreement starts

a) You accept every term of this agreement if you:

* tick a box or click on a button (or something similar) when the installation process asks you to confirm that you accept this agreement; or

* you install the software and keep it installed for longer than 7 days.

This agreement starts from the date you accept this agreement in either of these ways.

b) If you do not accept this agreement, you should tell Quantar Solutions Ltd. within 10 days of the date you first installed the software. You should immediately and permanently delete the software from all computers it has been installed on. Once you have told Quantar Solutions Ltd., in writing, that you do not accept this agreement, Quantar Solutions Ltd. may need to check that you have permanently deleted it, and Quantar Solutions Ltd. may contact you to discuss this.

c) If you are not satisfied with the software, or have any other problem with it, please email Quantar Solutions Ltd. on info@quantarsolutions.com.

3 Who this agreement is between and what certain words mean

This agreement is between:

* Quantar Solutions Ltd.(company registration number 6978018, registered office: Quantar Solutions Ltd. 41 Welbeck Street, London, W1G 8EA, United Kingdom); and

* you, the person or organisation authorised to use the software.

By entering into this agreement, you and Quantar Solutions Ltd. agree to be bound by and keep to it (and any relevant documents). Quantar Solutions Ltd. agrees to let you use the software and the online trouble ticket system (where appropriate),

and to use business information as described in this agreement and those relevant documents.

4 Your rights to use the software

a) If you accept this agreement in one of the ways set out in 2a above, and pay any fee to use the software, Quantar Solutions Ltd. gives you the right (called a licence) to use the software in the way described in this agreement. You may not use the software in any other way (however, please read paragraph 4i about how you can use the software as described in other documents from Quantar Solutions Ltd.).

b) Your licence is not exclusive, which means that Quantar Solutions Ltd. may grant the same and similar rights to others.

c) You must only use the software for your legitimate business purposes and with your own information or any demonstration information (demonstration data) supplied with the software.

d) This licence allows you to use only the ‘object code’ of the software. (The object code is a set of written instructions that a computer can read, but which is difficult for a person to understand.)

e) How long your licence lasts depends on the software and why you are using it.

* You can only use the software for a limited period if Quantar Solutions Ltd. told you about this when you obtained the software. Quantar Solutions Ltd. will confirm this in a notice the software shows when you first use it. For example, demonstration and trial copies of the software may only work in a limited way without purchasing the software.

* If the bullet point above does not apply, there is no time limit on your licence for the software. However, Quantar Solutions Ltd. may end the licence if the circumstances described in paragraph 10 arise.

f) If you have bought a ‘single-user’ licence, only one person can use the software and you can only install the software on one computer, unless you buy another licence.

g) If you have bought a ‘multi-user’ licence (sometimes called a ‘concurrent user licence’ in relevant documents), up to the number of users we or your supplier specifies (for example in your invoice) can use the software at any one time. (A user is a person who puts information into the software, or uses it to get information. Only you or your employees, or those who have a written contract with you to provide services which are similar to the activities an employee would carry out, can be users.) You can reduce the number of users who can use the software at any one time, but if you do this Quantar Solutions Ltd. will not give you a refund.

The software includes a security feature which makes sure that no more than the specified number of users can use the software at one time. If this feature prevents you from using the software, please contact Quantar Solutions Ltd.

h) If Quantar Solutions Ltd. gives you an extra document which says you can use the software in a different way, or for a different purpose, to that set out in this agreement, the wording in that document overrides this agreement. Examples of the sorts of extra document include 'business partner' agreements.

i) Some features of the software rely on technology not provided by us (third party technology), including the source of viruses in the wild. Except where paragraph 9c applies, Quantar Solutions Ltd. is not responsible for any problem with any third-party technology and will not be liable for those problems.

j) You cannot transfer the software to any other person or organisation. For example, you cannot sell it if you no longer want to use it, and if you become insolvent, an insolvency practitioner may not pass on the software as part of your business's assets.

k) You can transfer a copy of the software from one computer of yours to another one owned by you, as long as you always keep to paragraphs 4 and 5 of this agreement and any relevant document. You may need an 'activation hardware dongle' in order to do this (see paragraph 5c). Once you have transferred a copy of the software from one computer to another, you must permanently delete the software from the computer it was originally installed on. You may not install more than one copy of the software on one computer.

5 Limits on using the software

a) Software owned by others

With the software you may receive other software which Quantar Solutions Ltd. does not own (third-party software). You cannot use the third-party software by itself – you can only use it in the course of using Quantar Solutions Ltd's software. If you do use third-party software, you agree to keep to any licence agreement provided with that third-party software. If there is no licence agreement with that third-party software, this agreement will apply to how you use that software. You also agree to keep to any other conditions Quantar Solutions Ltd. sets on using the third-party software. The owners of the third-party software keep all relevant rights in their own software and in all copies of it.

b) Changing, taking apart and copying the software

You must not change the software or take it apart, or allow anyone else to do so, without the permission of Quantar Solutions Ltd. Please contact Quantar Solutions Ltd. if you want to do this. Quantar Solutions Ltd. will try to help you, and will make sure that you can change the software or take it apart in the way the law allows you to.

You must not copy any of the software, or allow anyone else to do so, except for making one back-up copy of it. You can only use this back-up copy on a computer if your original copy is no longer available. With this paragraph Quantar Solutions Ltd. is not trying to restrict how many copies of your own information you make, as you are free to make as many copies of your own information as you like.

c) Activating the software

To use the software you must first activate it by using an ‘activation hardware dongle’. You agree to give Quantar Solutions Ltd., when asked, the information Quantar Solutions Ltd. requires in order to issue you with the hardware dongle. Without this information Quantar Solutions Ltd. will not be able to issue the hardware dongle and you will not be able to use the software.

d) Quantar Solutions Ltd’s use information about you

Quantar Solutions Ltd. will use any information you give under this agreement to:

- * manage how you use Quantar Solutions Ltd’s software;
- * meet Quantar Solutions Ltd’s obligations under this agreement or any other agreement Quantar Solutions Ltd. has with anyone who licenses us (our licensors), or our subcontractors;
- * contact you to see if you would like to take part in customer research;
- * contact you about Quantar Solutions Ltd’s other products and services and those of others which Quantar Solutions Ltd. think you will be interested in.

(If Quantar Solutions Ltd. does contact you in this way, Quantar Solutions Ltd. will try to speak to the relevant person in your organisation, and Quantar Solutions Ltd. may contact you directly, or use other organisations which Quantar Solutions Ltd. has hired to contact you for us.)

Quantar Solutions Ltd. may give information to licensors and contractors, and other organisations described in relevant documents. For example, we may give information to the following.

- Your software supplier (if you have one)
- Quantar Solutions Ltd’s training providers
- Companies which Quantar Solutions Ltd. uses to help send you post and other communications
- Research companies
- Event organisers
- The owner of any third-party software

If you give Quantar Solutions Ltd. information which could give away the identity of a living person, you are agreeing that Quantar Solutions Ltd. can use it as described in paragraph 5d above. If at any time you do not want Quantar Solutions Ltd. to use such information in that way, please email to info@quantarsolutions.com.

e) Technology protecting the software

As well as the security feature described in paragraph 4g, the software may contain technology which makes sure that you only use it for its intended purpose.

f) Unauthorised use of Quantar Solutions Ltd's software

The following list gives some examples of things you must not do with the software, and you must make sure that no one else does them with your copy of the software.

* You must not use the software in any way other than as set out in this agreement, the relevant documents or as allowed by Quantar Solutions Ltd. in writing.

* You cannot transfer the licence. This means that, except as set out in paragraph 4l, you must not pass the software on to another person or organisation in any way, whether or not they pay you to do so. For example, you cannot sell the licence or the software, including if someone buys the assets of your business.

* You must not make the software available for anyone else to install or use in any way, or give anyone else any right (of any kind) to distribute, use or benefit from the software in any way. For example, you cannot use the software with someone else's information to provide a service to them. Also, you may not use the software to allow anyone other than your users to have access to the software when they are not on your premises. For example, you cannot provide the software as part of a service you provide to others.

* If you have purchased a 'package' (by package Quantar Solutions Ltd. means licenses to a number of different Quantar Solutions Ltd. software titles sold by as a single item) in addition to the other restrictions in this paragraph 5f, you must not attempt to resell or otherwise distribute any part of the package.

* You must not use (or try to use) the software in a way which Quantar Solutions Ltd has not specifically allowed. For example, you must not try to make the software work in a particular way if it does not usually work that way.

* You may not use the software to help you develop your own software. For example, you must not use or copy all or any part of the software's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law. ('The graphical user interface' of the software is displayed on your monitor. You use it to tell the software what to do, for example, when you click buttons with your mouse or type information in with your keyboard. The 'operating logic' is the

list of rules we have programmed into the software, which it uses to make decisions and interpret information. The ‘database structure’ sets out how the information in the software is organised.)

If Quantar Solutions Ltd. believes that the way you use the software may break any part of this agreement, Quantar Solutions Ltd. will check by asking one of your directors, partners or similar senior managers to confirm to Quantar Solutions Ltd. in writing (using a form which Quantar Solutions Ltd. will provide to you) that you have kept to all parts of this agreement. If, despite this, Quantar Solutions Ltd. tells you in writing that Quantar Solutions Ltd. believes you may not have kept to any part of this agreement, you give Quantar Solutions Ltd. permission to visit your premises during normal office hours to check your relevant systems and records. When Quantar Solutions Ltd. carries out this check, Quantar Solutions Ltd. will keep the disruption to your business as low as possible and you must give Quantar Solutions Ltd. any help Quantar Solutions Ltd. may reasonably need.

g) Ownership of the software

Although you have rights to use the software as described in paragraph 4, you do not own any of the intellectual-property rights in the software. (Intellectual-property rights are, in summary, the rights an owner has to say how certain things, like music, films and software may be used.) Quantar Solutions Ltd. (or the owner of the software if Quantar Solutions Ltd. is not the owner) continue to own the intellectual-property rights in the software, including any software Quantar Solutions Ltd. provides to replace all or part of the software, and any copies of it you have made. The only rights you have to the software and any related materials are the licence to use the software as described in paragraph 4 and any other rights you have under this agreement.

6 Business Information

* Quantar Solutions Ltd. will do everything reasonably possible to make sure that the sections of Quantar Solutions Ltd. website which contain user guides, sample data and installation guides are free from viruses. However, Quantar Solutions Ltd. cannot guarantee this. Quantar Solutions Ltd. recommends that you use your own virus-protection software.

* Quantar Solutions Ltd. cannot guarantee that Quantar Solutions Ltd’s website will be compatible with your browser or computer set-up, or that your access to Quantar Solutions Ltd’s website will not be interrupted (this may be beyond Quantar Solutions Ltd’s control).

* From time to time Quantar Solutions Ltd. may temporarily stop providing access to Quantar Solutions Ltd’s website, or the online trouble ticketing system, for maintenance, repairs or other reasons. If possible, Quantar Solutions Ltd. will try to make sure this happens outside normal business hours.

7 Technical support and replacement software

a) Technical support

If specified in the relevant documents, Quantar Solutions Ltd. will give you technical support covering problems you may have using the software. Details of the technical support are given in the relevant documents. Quantar Solutions Ltd. will provide this support from the date you are first issued with an activation hardware dongle for any version of the software, and during the period set out in the relevant documents.

b) Replacement software

If Quantar Solutions Ltd. provides software which replaces all or part of the software, the licence described in paragraph 4 will cover you to use it, from the date you first use the replacement software. To allow a smooth changeover to the replacement software, you may continue to use both the software and the replacement software for two months. Then the licence to use the original software will stop and only cover the replacement software, and the wording of paragraph 10d (about returning the software) will apply to the replacement software.

c) Quantar Solutions Ltd. may stop providing technical support or replacement software at any time, though Quantar Solutions Ltd. will give you a reasonable amount of notice. This will not affect your licence to use the software.

d) From time to time Quantar Solutions Ltd. may introduce separate software which is similar to the software or can be used with the software as a package.

8 Guarantees relating to the software and business information

a) Quantar Solutions Ltd. guarantee that for 45 days from the date this agreement starts, the software will perform as described in the relevant document, as long as you use the software in line with the relevant documents. If during that period, you write to tell Quantar Solutions Ltd. that the software does not work in line with the relevant documents and this affects how you can use the software (and Quantar Solutions Ltd. checks find that this is the case), Quantar Solutions Ltd. will either provide replacement software to correct the problem or refund the fee you paid for the software. If Quantar Solutions Ltd. gives you a refund, this agreement will immediately end.

b) Quantar Solutions Ltd. does not guarantee:

- * that the software, or business information will meet your needs;
- * that there will be no interruptions in your use of the software, online trouble ticket system or business information;
- * that you will be able to use the software in any particular way;

- * that you will get particular outputs from the software; and
- * the standard of the results you get from using the software.

The fact that you have informed Quantar Solutions Ltd. about how you intend to use the software, online trouble ticketing system or business information will not affect this paragraph as the software, online trouble ticketing system and business information have been developed for many different types of users, and you are responsible for setting up the software so that you can use it in the way you need, and as best suits your circumstances.

c) Quantar Solutions Ltd. guarantees that reasonable skill and care shall be used to provide any service to you under this agreement.

d) Except where paragraph 9c applies, this agreement describes all of Quantar Solutions Ltd's guarantees relating to the software, online trouble ticketing system and business information. Unless this agreement says otherwise, Quantar Solutions Ltd. is not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to the software, online trouble ticketing system or business information would automatically be included in this agreement, Quantar Solutions Ltd. shall only be bound by that term, warranty or promise to the extent set by law.

9 Liability and responsibility in cases of failure

a) Quantar Solutions Ltd's liability (including for negligence) under this agreement shall be limited to paying you an amount equal to:

* 100% of the value of the fees you paid for the licence to use the software where you purchased a licence for an unlimited period; or

* 100% of the value of the fees you paid in the 12 last months for the licence to use the software where you purchased a licence to use the software for a specified period.

b) You are better placed to understand the risks to your business that may occur as a result of your use of the software particularly given the nature of how Quantar Solutions Ltd. Licences its' software to its' customers. Accordingly, Quantar Solutions Ltd., shall not be responsible for any of the following, even if Quantar Solutions Ltd. knew or should have known there was a possibility you could experience the problem:

* financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;

* any interruption to your business or loss of or damage to information, however that interruption, loss or damage is caused;

* loss or damage that Quantar Solutions Ltd. could not have reasonably known about at the time you entered into this agreement; and

* losses you suffer as a result of using the software other than as described in the relevant documents.

Quantar Solutions Ltd. recommends that you consider obtaining insurance cover if you believe that you could experience anything that Quantar Solutions Ltd. has told you that Quantar Solutions Ltd. shall not be responsible for.

c) Nothing in this agreement will prevent or limit your or our liability for:

* fraud;

* death of or personal injury to any person as a result of Quantar Solutions Ltd's negligence; or

* any legally binding promise, automatically given by law, that you may have the licence or that you may use the software without someone else claiming that you cannot.

d) Your and Quantar Solutions Ltd's responsibilities under this agreement are reasonable because they reflect that:

* Quantar Solutions Ltd. cannot control how, and for what purposes, you use the software;

* Quantar Solutions Ltd. have not developed the software specifically for you; and

* although Quantar Solutions Ltd. follow good industry practice, it is not economically possible for Quantar Solutions Ltd. to carry out all the tests necessary to make sure there are no problems with the software necessary to make sure there are no problems with the software, online trouble ticketing system or business information.

10 Termination of this agreement

a) You may end this agreement at any time by writing to tell Quantar Solutions Ltd. If you do this, Quantar Solutions Ltd. will not give you a refund, and you must immediately pay all amounts you owe to Quantar Solutions Ltd. by the date this agreement ends. If you are paying for technical support or any other service from Quantar Solutions Ltd. and you want to end that service, you should read the terms for that support or service to find out how to stop that service.

b) This agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the software has ended for any reason without you paying the full amount of that finance. In those circumstances,

Quantar Solutions Ltd. will not give you a refund and the licence for the software cannot be transferred by or to any person. For example, any firm (such as an insolvency practitioner) trying to sell your assets cannot pass on the software as the licence immediately stops in those circumstances.

c) If you or Quantar Solutions Ltd. discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 45 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can then end this agreement by giving the other written notice that this agreement will immediately end.

d) If Quantar Solutions Ltd. ask you in writing, within 10 working days of the agreement ending, you must uninstall the software and return it, and any copies of it, to Quantar Solutions Ltd. You must also provide a certificate, signed by one of your directors, partners or similar senior managers, to confirm that you have done so.

e) No matter how this agreement ends, the information you store in the software remains your information and you can take it off the software before the end of the agreement. If you do not, this will not prevent this agreement from ending. In those circumstances, Quantar Solutions Ltd. does not have to remove your information from the software or help you to do so.

11 General terms

a) Any supplier or business partner you buy the licence from does not have any authority or right to enter into any contract or provide any guarantee on behalf of Quantar Solutions Ltd. Additionally, Quantar Solutions Ltd. is not responsible for any changes these organisations have made to the software or for anything they do or fail to do.

b) If Quantar Solutions Ltd. quotes you a price for any of Quantar Solutions Ltd's products or services, that price will be confirmed when Quantar Solutions Ltd's invoice is raised and issued to you.

c) Quantar Solutions Ltd. owns the rights in Quantar Solutions Ltd's software and any related logos. Other owners own the rights in the third-party software and their logos. By giving you the licence, Quantar Solutions Ltd. does not give you ownership of any of those rights or logos, and the rights you have to use the software and the third-party software, and any related logos, are as described in this agreement.

d) If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be

enforced if part of it is deleted, Quantar Solutions Ltd. will treat the relevant part of the wording as if it is deleted.

e) If you or Quantar Solutions Ltd. fails to, or delays in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.

f) This agreement is the entire agreement between you and Quantar Solutions Ltd. for you using the software, online trouble ticketing system and business information, and replaces all documents, information and other communications (whether spoken or written) between the parties for such use. This paper licence agreement takes priority over the terms of the licence agreement displayed by the software.

g) It is important to Quantar Solutions Ltd. to have a direct relationship with the users of Quantar Solutions Ltd's software, so you must not transfer this agreement to anyone else. Quantar Solutions Ltd. may transfer this agreement to another organisation which may own Quantar Solutions Ltd.

h) From time to time Quantar Solutions Ltd. may change this agreement by informing you that Quantar Solutions Ltd has changed it. If you do not agree with those changes, please contact Quantar Solutions Ltd. as soon as possible. If you buy any other product or service relating to the software, from Quantar Solutions Ltd., after Quantar Solutions Ltd. have told you that Quantar Solutions Ltd. has changed this agreement, Quantar Solutions Ltd. will consider you to have accepted those changes.

i) If circumstances beyond Quantar Solutions Ltd's reasonable control arise, Quantar Solutions Ltd. shall not be liable for failing to meet Quantar Solutions Ltd's responsibilities in this agreement because of those circumstances, for as long as those circumstances continue.

j) Nothing in this agreement gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999, except that the owners of third-party software may benefit from paragraphs 4, 5, 9 and any other part of this agreement that applies to third-party software. (This means that only you, Quantar Solutions Ltd. and the owners of any third-party software may benefit from the rights set out in this agreement.) However, you and Quantar Solutions Ltd. may end this agreement or change any term of it (if both parties agree to this in writing) without permission from the owner of the third-party software.

k) This agreement is governed by the laws of England and Wales and you and Quantar Solutions Ltd. both agree that the courts of England and Wales will be the only courts that can decide on legal disputes or claims about this agreement.