

Terms and Conditions - AMBER Demonstration Version

Whereas

The Customer (The Licensee as defined in the Schedule) wishes to use one or more copies of the Demonstration Version for the AMBER computer program.

The Supplier is willing to grant a licence to the Customer in accordance with the terms and conditions of this agreement.

Operative Provisions

1 In this agreement the following terms shall have the following meanings:

- 1.1 Commencement Date The date in the Schedule specifying the date upon which the licence commences;
- 1.2 Period The length of time the Customer is licensed to use the software;
- 1.3 Agent Anyone authorised to act on behalf of the Customer or the Supplier;
- 1.4 Licence A non-transferable and non-exclusive right and licence to use the Software and User Instructions at the Location;
- 1.5 Location The location specified in the Schedule;
- 1.6 Software The binary code version for the Demonstration Version of the AMBER computer program. Copies of the software can be made, up to the number defined in the Schedule; and
- 1.7 User Instructions The user instructions in the quantity of copies listed in the Schedule.

2 The Supplier hereby grants to the Customer and the Customer accepts the Licence.

3 The Software may be used only on the type of computer or computer network and with the type of operating system that is specified in the Schedule.

4 The Licence applies to the AMBER version stated in the Schedule.

5 The Supplier allows the Customer to use the Software and User Instructions as a means to evaluate whether a full version of the Software will satisfy its requirements. The Supplier does not allow the Customer to use the Software in any form of applied assessment or provide any form of software service bureau or time-sharing service by leasing, renting, loaning, or sub-licensing the Software and User Instructions to any other party.

6 The provision of invalid Customer details nullifies this agreement.

7 This agreement shall become effective upon the Commencement Date and shall continue in force and effect for the Period specified in the Schedule.

8 During the term of the Licence the Customer may make and retain for backup and archival purposes, copies of each item of the Software and User Instructions provided that the Customer's installation and use of the same do not exceed that allowed by the Licence.

9 To the full extent to which applicable law allows prohibitions on reverse engineering in situations where the interface specification and access protocols for the software in question are not generally available, the Customer is prohibited from reverse engineering, decompiling or disassembling the Software.

10 The Customer shall not modify the Software or User Instructions or merge it with other software or data to form an updated work. Any portion of the Software and User Instructions shall remain subject to the restrictions stated in this Agreement and shall be the sole and exclusive property of the Supplier.

11 The Customer acknowledges that the Software and Database(s) in general may not be error free and agrees that the existence of such errors shall not constitute a breach of this agreement.

12 The Supplier warrants that, save as disclosed in the User Instructions, it is the owner of the copyright in the Software and User Instructions.

13 The Supplier warrants that there are no disabling programs or devices in the Software. Although the Supplier does not warrant that the Software supplied hereunder shall be free from all known viruses, the Supplier has used reasonable efforts to check for the most commonly known viruses reported prior to making the Software available. However, the Customer is solely responsible for virus scanning the Software.

14 The parties have read and understand this agreement and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto.

15 The Schedule referred to forms part of this agreement.

16 Each party irrevocably agrees that this agreement, and all matters arising from it, are governed by and construed in accordance with the laws of England whose Courts shall have exclusive jurisdiction over all disputes arising in connection with this agreement.

17 This agreement shall be binding upon and ensure to the benefit of the Supplier, its successors and assigns and the Customer's permitted assigns.

18 The intellectual property rights to the Software reside with Quintessa Limited.

19 The Supplier accepts no liability whatsoever arising from this agreement.

20 Quintessa will manage the personal data associated with this licence agreement in accordance with its Website Privacy Policy, which can be found at <https://www.quintessa.org/privacy-policy>. (See the "Software Download Processes with a Licence Agreement" section.) The Licensee agrees to inform the Supplier of any changes to their personal data. This can be achieved by contacting amber@quintessa.org.