

PORTFOLIO PICKER LICENCE AGREEMENT

Software: Portfolio Picker.

Supplier: Quintessa Limited. (Company No 3716623.) Registered in England and Wales. Registered Office: First Floor, West Wing, Videcom House, Newtown Road, Henley-on-Thames, Oxfordshire RG9 1HG, United Kingdom

Licensee: The organisation or individual intending to use the software.

Commencement Date: The date of installation.

Licence Period: Perpetual.

Quantity: The software may be installed on multiple computers and laptops.

Systems Requirements: Microsoft Windows running .NET 3.5 or higher. To activate on Windows 8 and above, select ".NET Framework 3.5 (includes .NET 2.0 and 3.0)" from within the "Turn Windows Features On or Off" dialog in the control panel.

Operation: Can be used on stand-alone or networked computers.

TERMS AND CONDITIONS

Whereas

The Customer ('The Licensee' as defined in the Schedule) wishes to use one copy of the Portfolio Picker 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, unless the context requires otherwise, 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, as specified in the Schedule.
 - 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;
 - 1.5. 'Software' – the binary code version(s) for Portfolio Picker computer program 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 provision of invalid Customer details nullifies this agreement.
5. This agreement shall become effective upon the Commencement Date and shall continue in force and effect for the Period specified in the Schedule.
6. During the term of the licence the Customer may make and retain for backup and archival purposes, copies of each item of the Software provided that the Customer's installation and use of the same do not exceed that allowed by the Licence.
7. 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.
8. The Customer shall not modify the Software 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.
9. The Customer acknowledges that the Software in general cannot be and is not error free and agrees that the existence of such errors shall not constitute a breach of this agreement.
10. The Supplier warrants that, save as disclosed in the documentation, it is the owner of the copyright in the Software and User Instructions and will do all things reasonably necessary to protect them against unauthorised copying or infringement.
11. The Supplier further 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 commercially 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.
12. This Licence for the Software does not include any software maintenance or user support.
13. 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.
14. 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.
15. This agreement shall be binding upon and ensure to the benefit of the Supplier, its successors and assigns and the Customer's permitted assigns.
16. The intellectual property rights to the Software reside with Quintessa Limited.
17. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the Product. This Licence does not grant you any right to use the trademarks, service marks or logos of Quintessa Limited.
18. The Supplier accepts no liability whatsoever arising from this agreement.
19. 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 PortfolioPicker@quintessa.org.