

## Software Licence Agreement

Issue 7 - Dated: 05/04/2019

### 1. INTRODUCTION

1.1 This Licence Agreement ("Agreement") is an agreement between you and QED Advanced Systems Limited. Please read these terms and conditions carefully before downloading any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the software ("the Software") supplied to you by QED Advanced Systems Limited and related documentation. In particular, we draw your attention to clause 8 (limitation of liability). By downloading, installing or otherwise using the Software you agree to be legally bound by this Licence Agreement as it may be modified and posted on our website from time to time.

1.2 If you do not wish to be bound by this Agreement, then you may not download or use the Software.

### 2. LICENCE

2.1 Specific conditions of use which apply to the type of licence you have acquired from QED Advanced Systems Limited are:

#### 2.1.1 Evaluation Licence

You may use a limited licence of the Software within your organisation to assess whether it meets your needs for a period of up to 30 days from its supply to you. At the end of this period, if you do not purchase a full production licence from QED Advanced Systems Limited you must destroy all copies of the Software supplied to you, including copies installed on any computer, and all related documentation.

#### 2.1.2 Production ResourceXpress Server Licence:

In addition to the above, if you have purchased a production licence for a number of resources you may install the Software only on the server specified in the licence. You may install the Software on the hard disk and execute in RAM memory on a single server and use the Software to serve no more than the licensed number of resources specified in the licence. For the purposes of determining the start date of software maintenance, it will commence from the end of the 30 day evaluation period or sooner, if the trial becomes a full production environment prior to the end of the initial 30 day evaluation period.

#### 2.1.3 ResourceXpress Client Licence

ResourceXpress client is supplied with the ResourceXpress Server application as a program required for all screens accessing the ResourceXpress server or installed on stand-alone devices (supplied by QED Advanced Systems or its authorised representatives) communicating with QED Advanced Systems approved third party applications\*.

You may install this and run on any client device (supplied by QED Advanced Systems or its authorised representatives) accessing the central ResourceXpress server to display ResourceXpress based resource information or on stand-alone devices (supplied by QED Advanced Systems or its authorised representatives) communicating with approved third-party applications\*.

It can be used to display other information but the main purpose has to be to display ResourceXpress resource information from a licenced ResourceXpress server or approved third party applications (Third party applications must have written approval from QED Advanced Systems Limited before operating directly with the ResourceXpress client software).

If at any future time you no longer have a licenced ResourceXpress server application installed and working you must destroy all copies of the ResourceXpress Client software supplied to you, including copies installed on any device, and all related documentation.

### **3. RESTRICTIONS ON USE**

3.1.1 You may make a reasonable number of copies of the Software solely for backup and recovery purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement.

3.1.2 You shall not make copies of the Software additional to those expressly permitted in this Licence Agreement.

3.1.3 You shall not copy any written documentation accompanying the Software.

3.1.4 You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software on all authorised copies.

3.1.5 You shall not reverse engineer, decompile or disassemble the Software except to the extent expressly permitted by any applicable local laws which may over-rule this restriction.

3.1.6 You may not distribute any portions of the Software to any third party

3.1.7 You may not rent or lease the Software but you may transfer the Software and accompanying documentation on a permanent basis provided that (i) you retain no copies and (ii) the recipient agrees to the terms of the Licence Agreement you are transferring and (iii) you notify QED Advanced Systems Limited of the transfer in writing.

3.1.8 You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.

3.1.9 You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorised means.

### **4. INTELLECTUAL PROPERTY RIGHTS**

The copyright, patents, trade marks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of QED Advanced Systems Limited or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.

### **5. TERMINATION**

This Agreement is effective until terminated. This Agreement will terminate automatically if you fail to comply with any provision of this Agreement. Upon notice of termination from QED Advanced Systems Limited you shall destroy the documentation and all copies of the Software promptly.

### **6. UPDATE POLICY**

6.1 QED Advanced Systems Limited may create, from time to time, updated versions of the Software. QED Advanced Systems Limited will make any such updated versions available to licensees who have paid the update fee. If you acquire an updated version of the Software then all copies of the previous version must be destroyed and not used, except for one copy which may be retained solely for archival purposes.

6.2 Additional ResourceXpress licences can only be added to an existing server where this system is covered by a valid software maintenance agreement. If additional licences are added to an existing server with a valid support agreement, the term of additional licences support will be coterminous with that of the existing server support.

6.3 Updated versions of software or change of platform licences will only be provided to customers with a current, valid software maintenance agreement.

## **7. WARRANTY**

7.1 Subject to the limitations upon its liability set out in clause 8, QED Advanced Systems Limited warrants that:

7.1.1 for a period of 90 days from you purchasing the Software, it will materially conform to the electronic documentation provided with it; and

7.1.2 with respect to any physical diskette(s), the same shall be free from defects in materials and workmanship for a period of 90 days from purchase.

7.2 In the event of notification within the warranty period stated in clause 7.1, QED Advanced Systems Limited shall replace the defective Software and/or diskette(s). Your remedy for breach of the warranties set out in clause 7.1 shall be limited to replacement of the defective materials and shall not encompass any other damages.

7.3 Save as stated herein, QED Advanced Systems Limited expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including but not limited to warranties of quality, performance, satisfactory quality or fitness for a particular purpose.

## **8. LIMITATION OF LIABILITY**

8.1 Nothing in this Agreement shall limit QED Advanced Systems Limited's liability for:

8.1.1 fraud or other criminal act;

8.1.2 personal injury or death caused by our negligence;

8.1.3 any other liability that cannot be excluded by law.

8.2 Subject to clause 8.1, QED Advanced Systems Limited accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to QED Advanced Systems Limited.

8.3 Except as provided in clause 8.1, QED Advanced Systems Limited's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

## **9. SEVERABILITY**

If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

## **10. THIRD PARTY RIGHTS**

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.

## **12. ASSIGNMENT**

You may not assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without QED Advanced Systems Limited's prior consent.

## **13. NOTICES**

13.1 All notices shall be given:

13.1.1 to QED Advanced Systems Limited via e-mail at [info@qedas.com](mailto:info@qedas.com)

13.1.2 to you at either the e-mail or postal address you provide during any ordering process.

13.2 Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

## **14. GOVERNING LAW**

This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.