

## QPSMR Companion EULA (End User Licence Agreement)

### Definitions

**COMPANION** refers to the main *QPSMR Companion* computer program.

**REFLECT** refers to the free to use *Companion Reflect* computer program.

**INPUT** refers to the free to use *Companion Input* computer program.

**CL** refers to *QPSMR CL* (Command Language) or *MRDCL* computer programs.

**AUTHOR** refers to NetMR Scotland Ltd, Cupar, Fife, Scotland.

**DEALER** refers to anyone (either an individual or an entity) appointed by the **AUTHOR** to supply **COMPANION** or **MODULE LICENCES** to **CUSTOMERS**.

**CUSTOMER** refers to anyone (either an individual or an entity) who obtains **COMPANION** or one or more **MODULE LICENCES**.

**FREE MODULES** refer to those modules in the **COMPANION** for which no **MODULE LICENCE** is required and are specifically listed as free to use in the documentation supplied with **COMPANION**.

**MODULE LICENCE** refers to a licence file purchased by a **CUSTOMER** that entitles them to access certain modules in **COMPANION** within a range of dates.

**ACTIVATED LICENCE** refers to a **MODULE LICENCE** that has been unlocked and activated on a computer.

### Companion Licence

This is a legal agreement between the **CUSTOMER** and the **DEALER**. By installing **COMPANION** or by activating a **MODULE LICENCE** on a computer you have agreed to be bound by the terms of this agreement that follow:

#### 1. Grant of Licence

This Licence Agreement permits the **CUSTOMER** to access the **FREE MODULES**.

The **AUTHOR** reserves the right to alter **FREE MODULES** in later releases.

This Licence Agreement also permits the **CUSTOMER** to access those modules in valid current **MODULE LICENCES** supplied by a **DEALER**.

This Licence Agreement permits the **CUSTOMER** to distribute files for use with **REFLECT** and **INPUT** provided that the files have been produced using an **ACTIVATED LICENCE**, or were produced by a licenced **CL**.

The **AUTHOR** reserves the right to alter **REFLECT** or **INPUT** in later releases.

## 2. Copyright

**COMPANION** is owned by the **AUTHOR** and is protected by copyright laws.

The **CUSTOMER** must treat **COMPANION** like any other copyrighted material except that they may make copies of **COMPANION** for backup or archival purposes.

The **CUSTOMER** may not copy the written materials accompanying **COMPANION** without permission from the **AUTHOR**.

## 3. Other restrictions

The **CUSTOMER** may not alter **COMPANION**, **REFLECT**, or **INPUT** in any way.

The **CUSTOMER** may not alter **MODULE LICENCES** or **ACTIVATED LICENCES** in any way.

The **CUSTOMER** must take all reasonable steps to keep **MODULE LICENCES** and **ACTIVATED LICENCES** secure and only copy them for backup or archival purposes.

The **CUSTOMER** must take all reasonable steps to keep confidential any passwords and keys supplied by a **DEALER** for use with **MODULE LICENCES**.

The **CUSTOMER** must ensure that any restrictions specified with a **MODULE LICENCE** are adhered to. Such restrictions may include:

- a limit on the number of users
- where the licence can be activated and used
- a range of dates when the licence can be used

### **Author Disclaimer**

The **AUTHOR** disclaims all responsibility for any use of **COMPANION**, **REFLECT** or **INPUT**. It is up to the **DEALER** and the **CUSTOMER** to check that programs are fit for purpose and have performed as expected.

### **Dealer Disclaimer**

The **DEALER** disclaims all responsibility for any use of **COMPANION**, **REFLECT** or **INPUT**. It is up to the **CUSTOMER** to check that programs are fit for purpose and have performed as expected.

### **Limited Warranty**

The **DEALER** warrants that any modules in valid current **MODULE LICENCES** will perform substantially in accordance with the Help file (CHM) installed with **COMPANION** for a period of ninety (90) days from the date of receipt. Any implied warranties on **COMPANION** are limited to ninety (90) days. Nothing herein shall be taken to abrogate the statutory rights of a **CUSTOMER** pursuant to law.

## **Customer remedies**

The **DEALER**'s entire liability and your exclusive remedy shall be, at the **DEALER**'s option, either return of the price paid or replacement of **COMPANION** or **MODULE LICENCE** that does not meet the limited warranty.

This limited warranty is void if failure of **COMPANION** or **MODULE LICENCE** has resulted from accident, abuse, or misapplication.

Any replacement **COMPANION** or **MODULE LICENCE** will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

## **No other warranties**

To the maximum extent permitted by applicable laws, the **AUTHOR** and the **DEALER** disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose and quality of service, with regard to **COMPANION**, **REFLECT** or **INPUT** and the accompanying written materials.

## **No liability for consequential losses**

To the maximum extent permitted by applicable laws, in no event shall the **AUTHOR** or the **DEALER** be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this product, even if they have been advised of the possibility of such damages.

## **Jurisdiction**

This agreement shall be governed by UK law, and you agree that any dispute relating to this agreement must be dealt with in the UK according to the laws of the UK.