

## Companion Input EULA (End User Licence Agreement)

### Definitions

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

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

**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 **INPUT** to **CUSTOMERS**.

**CUSTOMER** refers to anyone (either an individual or an entity) who obtains **INPUT**.

**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 Input Licence

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

#### 1. Grant of Licence

This License Agreement permits the **CUSTOMER** to use any files with **INPUT** provided that the files have been produced using an **ACTIVATED LICENCE** in **COMPANION**.

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

#### 2. Copyright

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

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

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

#### 3. Other restrictions

The **CUSTOMER** may not alter **INPUT** in any way.

The **CUSTOMER** may not use **INPUT** to conduct telephone interviewing. A separate QPSMR Telin licence is needed for telephone interviewing.

### Author Disclaimer

The **AUTHOR** disclaims all responsibility for any use of **INPUT**. It is up to the **DEALER** and the **CUSTOMER** to check that **INPUT** is fit for purpose and has performed as expected.

## ***Dealer Disclaimer***

The **DEALER** disclaims all responsibility for any use of the **INPUT**. It is up to the **CUSTOMER** to check that **INPUT** is fit for purpose and has performed as expected.

## ***Limited Warranty***

Any implied warranties on **INPUT** are limited to thirty (30) days. Nothing herein shall be taken to abrogate the statutory rights of **INPUT** pursuant to law.

## ***Customer remedies***

The **DEALER**'s entire liability and your exclusive remedy shall be a replacement of **INPUT** that does not meet the limited warranty.

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

Any replacement **INPUT** will be warranted for thirty (30) days.

## ***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 **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.