Quintic Consultancy Limited

#1 for Sports Analysis

SOFTWARE LICENCE AGREEMENT
for
Quintic Ball Roll – Overhead Putt Tracker
Permanent Computer Software Program

IMPORTANT: YOU MUST READ AND AGREE TO THESE TERMS AND CONDITIONS BEFORE INSTALLING THIS COMPUTER SOFTWARE PROGRAM ON THIS COMPUTER.

YOU ARE OFFERED A NON-EXCLUSIVE LICENCE FOR USE OF THE PRODUCT STRICTLY ON THE TERMS OF THIS LICENCE AGREEMENT.

THE TERMS APPLY TO ANY AND EVERY USAGE OR USER OF THE PROGRAM ON THIS COMPUTER. IF YOU DO NOT ACCEPT THESE TERMS YOU MAY NOT USE THIS COMPUTER SOFTWARE PROGRAM IN ANY WAY AND MUST ABORT THIS INSTALLATION.

1. This computer software program (**named above**) and any internet or other download, and any flash drive memory stick or similar, and any computer disc containing it and any accompanying instructions or documentation (herein "the Product") and any licence codes provided to activate the Product (herein "the Licence code") remain the property of Quintic Consultancy Limited a company registered in England under number 3943644 (herein "Quintic"). The Product is licensed for use on this computer strictly in accordance with the terms and conditions specified in this Software Licence Agreement (herein "the Licence").

2. For the purposes of this Licence, "the Customer" is any of or any combination of:

2.1. the purchaser of the Product;

2.2. any person accepting the terms of the Licence;

2.3. any person using the Product for themselves;

2.4. any person using the Product on behalf of persons in 2.1 and /or 2.2,

whether the Product is purchased or is used on a Free Trial basis.

3. The Licence to use the Product is immediately terminable by Quintic if the Customer does not accept the terms of the Licence and Quintic will provide a full refund of any cost paid for the Product upon notification to Quintic within 28 days of initial provision of the Product to the Customer if the Licence Code remains unregistered and after the Licence Code is cancelled by Quintic.

4. Quintic agrees to grant (subject to the Customer's acceptance of the Licence) and the Customer agrees to accept a non-transferable Licence to use the Product in accordance with the terms and conditions of the Licence.

5. The Product is protected under international and all relevant national copyright laws. Quintic does not sell any rights to the Product and specifically retains all rights in and title to the Product including but not limited to copyright and all other intellectual property rights.

6. Period of Licence:

6.1. The Licence commences at the time when the Customer first installs the Product onto a computer (herein "Commencement Date);

6.2. The Licence is valid from the Commencement Date until termination within the terms of this Agreement;

6.3. The Product may be used on a Free Trial basis with some limited functionality and will cease to operate after 21 days from the Commencement Date;

6.4. If a Licence Code purchased from Quintic is installed with the Product in the host computer then the Product will activate with full functionality and the Product will remain valid whilst the host computer continues to support the Product.

7. Use of Licence Code

7.1. The Licence authorises the Customer to use the Licence Code to activate the Product on one computer system at any one time;

7.2. The Licence allows for the designated installation and activation of the Product on a single stand-alone computer;

7.3. The Licence allows the use of a computer attached to a network system provided the Product is not installed on the server for the network system and the Product is not accessible over the network system and the network system allows such operation;

7.4. The Customer may not mirror nor in any way copy the Product onto different computers so that the Licence code is used more than once without the written agreement of Quintic;

7.5. Using the prescribed method, the Licence Code may be de-registered and used again to activate the Product on a different computer subject to further acceptance of the Licence Agreement on the different computer and subject to a limit on the number of re-registrations.

8. Termination:

8.1.1. Notwithstanding any other terms herein the Licence may be terminated by Quintic at any time upon breach by the Customer of any of the terms and conditions of the Licence.

8.1.2. Upon any notice of termination by Quintic, the Customer agrees to and will delete the Product from their computer in the manner prescribed by Quintic.

8.2. Quintic may terminate the Licence forthwith upon notice sent to the Customer in any of the following events.

8.2.1. The Customer fails to pay the full price for the product within 14 days of the date due.

8.2.2. The Customer misuses the product to the detriment of Quintic or its reputation.

8.2.3. The Customer becomes insolvent or compounds with its creditors or goes into liquidation, other than for the purpose of reconstruction or amalgamation, or has a receiver of its assets or an administrator appointed, or takes or suffers any similar or analogous action on account of debt.

8.2.4. Where the Customer is an individual or partnership, he/she or any partner dies or any steps are taken to make a bankruptcy order against him/her or any partner.

8.3. The Customer may terminate this Agreement by:

8.3.1. By fully de-registering and uninstalling the Licence Code and the Product from the computer on which it has been installed in the manner prescribed by Quintic from time to time and by advising Quintic in writing of such termination.

8.3.2. Such termination will not be effective until confirmed by Quintic and after the Licence Code has been cancelled following 8.3.1.

8.4. Termination of the Licence whether by Quintic or by the Customer:

8.4.1. does not absolve the Customer from any obligations to pay Quintic outstanding monies owed in respect of the purchase of the Product and does not oblige Quintic to refund any monies paid by the Customer except as in Clause 3 above.

8.4.2. does not absolve the Customer from any other obligations of the terms of the Licence.

8.5. Any breach of the terms herein remains a valid breach whether Quintic acts upon it immediately or later or at all.

9. This Licence is personal to the Customer and the Customer is expressly prohibited from lending, hiring, renting, selling, assigning, sub-licensing or otherwise transferring or distributing the Product or the Documentation to a third party.

10. Restrictions on copying of the Product and Website content.

10.1. The following restrictions and conditions apply to the content of the Product and for the purposes of this whole Paragraph 10 only “the Product” shall include the Product and in addition or alternatively any wording or images or testimonials relating to Quintic or the Product appearing on any Quintic Website or associated Website.

10.2. The Customer must in no way print or copy the Product in whole or in part except as expressly provided in the following clauses.

10.3. The Customer may copy the Product in whole or in part for the express purpose of providing a back-up copy provided that no more than three copies are in existence at any one time and that such copies are used solely for necessary back-up purposes.

10.4. The Customer shall not copy more than a total of ten per cent of any Manual or Tutorials or other printed or magnetic or digital material which comprises part of the Product and then only as necessary for the Customer to be able to understand and use the Product and provided such copying is not for commercial gain or third party use.

10.5. The Customer shall not use or transfer or save or print on to paper or other medium any images or text from the Product or generated by the Product unless Quintic's copyright in the Product is expressly acknowledged on each page or frame or image in writing.

10.6. The Customer shall not remove or obscure any Quintic logo, credit or trade mark from the Product or from any images or text generated.

10.7. The Customer acknowledges that all rights in the Quintic name and logo and all goodwill in them belong exclusively to Quintic.

10.8. The Customer shall not (subject to Section 50 of the Copyright, Designs and Patents Act 1988 or any succeeding Act) modify, reverse engineer or decompile the Product nor create derivative works nor any other works that are based upon or derived from the Product in whole or in part.

10.9. The Customer shall not make the Product or Licence Code available in whole or in part by bulletin board, social media, on-line services, remote dial-in network or telecommunications link of any kind.

10.10. The Customer must obtain the written permission of Quintic for any use whatsoever of the Product except as above.

11. Warranty

Quintic makes no warranties with respect to the Product other than to guarantee any original physical computer disk against faulty materials or workmanship for 28 days from the Commencement Date.

12. Limitations of Liability

12.1. The above-mentioned warranty is in lieu of all other representations, warranties, conditions and guarantees of any kind, express or implied (by statute common law collaterally or otherwise) including but not limited to the implied conditions of satisfactory quality and/or fitness for a particular purpose.

12.2. Under no circumstances shall Quintic be liable to the Customer or to third parties for loss of profit or direct or indirect loss or damage whether special, consequential or otherwise and howsoever arising including but not limited to loss of profit or loss or damage arising from breakdown or failure of the Product but not including death or personal injury resulting from Quintic's negligence.

12.3. In no event shall the total liability of Quintic (howsoever arising) exceed the amount paid by the Customer for the specific Licence code used for activation of this application of the Product and Licence.

12.4. Quintic does not accept any liability whatsoever for the use of the Product such use being outside its control.

12.5. Results provided by the Product should be interpreted in accordance with the instructions included or available with the Product and the responsibility for any interpretation of the results obtained from the Product and any diagnosis made on the basis of such results remain entirely with the Customer.

13. Privacy

Quintic complies with all current and applicable Data Protection Law. Quintic's privacy policy and further information along with general terms and conditions is available on Quintic's website or on request.

14. General

14.1. The Licence does not affect or prejudice the statutory rights of a Customer acquiring the Product from Quintic.

14.2. If any of the above provisions or portions thereof is invalid under any applicable law or Act of Parliament, it is to that extent only deemed to be omitted.

14.3. The Licence and the rights and obligations of Quintic under it may be assigned by Quintic but the Licence is personal to the Customer and may not be transferred or otherwise disposed of by the Customer.

14.4. Failure by Quintic to enforce any of the terms and conditions of this Licence shall not be construed as a waiver of its rights.

14.5. The Licence constitutes the entire agreement between the parties relating to the licensing of the Product and no variation or amendment of or addition to the terms and conditions of this Licence shall be effective unless Quintic's prior agreement in writing shall have been obtained.

14.6. The law governing this Software Licence Agreement, the Licence, the Licence Code and the Product and all interpretation, all matters and all disputes pertaining thereto shall be solely the law of England.

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