

nQuery - LICENSE AGREEMENT

IMPORTANT: READ BEFORE INSTALLING SOFTWARE

This document sets forth the terms and conditions of the license and the limited warranty for nQuery. Proceeding with this installation constitutes your acceptance of this license agreement with respect to all accompanying nQuery software received by you. If you do not accept this agreement, you may cease the installation within 10 days of receipt of installation key and your money will be refunded.

THIS LICENSE AGREEMENT is made and entered into by and between Statistical Solutions Limited, an Irish registered company, hereinafter referred to as "LICENSOR", and you, hereinafter referred to as "LICENSEE".

WHEREAS, LICENSOR has ownership rights of nQuery ("SOFTWARE") and LICENSEE desires to obtain from LICENSOR, and LICENSOR desires to grant to LICENSEE, a license to use the aforementioned nQuery.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable consideration, the parties hereto hereby agree as follows:

I. GRANT

- A. Subject to the provisions contained herein, LICENSOR grants to LICENSEE a non-exclusive, non-transferable license for the use of SOFTWARE ("LICENSE") which shall not and will not be copied by the LICENSEE and will not be passed by the LICENSEE to any other person or party, or will the whole or any part of it be disclosed by the LICENSEE to any other or party.
- B. Unless otherwise specifically agreed in writing by the LICENSOR, SOFTWARE may be used solely by LICENSEE.
- C. No title or ownership rights to SOFTWARE are transferred to LICENSEE by this Agreement.

II. MAINTENANCE

- A. LICENSOR agrees to provide maintenance for SOFTWARE for the duration of this Agreement.
- B. MAINTENANCE includes the following services and materials.
 - 1. Updates and improvements to SOFTWARE, as these become available.
 - 2. Reasonable written or telephone consultations.
- C. Maintenance will be provided only for the release of SOFTWARE which is current at the time maintenance is required.

III. REGISTERED USE

- A. LICENSEE agrees that it will maintain SOFTWARE (including any future forms of SOFTWARE provided to LICENSEE) in confidence.
- B. LICENSEE agrees not to knowingly provide, distribute or otherwise make available, in whole or in part to those outside of LICENSEE'S site, SOFTWARE, or any derivative thereof, including without limitation program listings and code.

IV. ACCEPTANCE AND PAYMENTS

- A. All terms and conditions of this Agreement shall be binding upon purchase of LICENSE by LICENSEE.
- B. LICENSEE, for and in consideration and as a condition of purchasing this LICENSE, hereby agrees to pay over to LICENSOR an annual fee. The yearly fee in effect will become due unless LICENSEE has properly exercised its right to terminate this Agreement pursuant to paragraph V.B. below.

V. TERM

- A. This Agreement shall become effective upon purchase of LICENSE by LICENSEE and shall remain in effect for an initial period of one (1) year, and thereafter shall be renewed for successive periods of one (1) year, unless terminated as provided in this Agreement.
- B. LICENSEE or LICENSOR shall have the right to terminate this Agreement, at the end of any licensing period upon written notice, which shall be given to the other party prior to the expiration of the yearly licensing period. In the event that notice of termination is not given by either party prior to the expiration of the license period the Agreement shall be deemed effective for another one year.
- C. Either party shall have the right to terminate this Agreement at any time upon violation by the other party of any of the provisions of this Agreement.
- D. Upon termination, of this Agreement, LICENSEE shall destroy all installations of SOFTWARE, LICENSEE shall promptly forward written notice to LICENSOR that all programs and materials containing SOFTWARE have been destroyed and are no longer in use or usable by LICENSEE.

VI. WARRANTIES

- A. LICENSOR warrants that it has the right to grant this License.
- B. **LIMITED WARRANTY AND REMEDY.** Both parties hereto agreeing that this is not a consumer contract, LICENSOR warrants that for sixty (60) days after purchase of LICENSE by the LICENSEE, SOFTWARE shall reasonably perform in accordance with the accompanying documentation (manuals and computer aided instructions). LICENSOR specifically DOES NOT warrant that SOFTWARE will operate uninterrupted or error free.

LICENSEE'S SOLE AND EXCLUSIVE REMEDY for a failure of SOFTWARE to perform in accordance with the accompanying documentation is for the LICENSEE to return SOFTWARE to LICENSOR in writing of the non-performance within sixty (60) days of purchase of the media. LICENSOR'S sole obligation within a reasonable time after receiving notification of non-performance shall be, at LICENSOR'S option to:

- (i) correct demonstrable and significant program errors.
- (ii) provide the LICENSEE with functionally equivalent software, or
- (iii) provide or authorize a refund.

THE LICENSOR'S LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY OTHER WARRANTIES. LICENSOR DISCLAIMS ANY IMPLIED WARRANTY INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR

MERCHANTABILITY. LICENSOR DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE MADE BY DISTRIBUTORS OF LICENSOR'S SOFTWARE, BUT DOES ATTEMPT TO DISCLAIM OR EXCLUDE LIABILITY FOR PERSONAL INJURIES WHERE THE LICENSOR HAS AN OBLIGATION FOR SAME UNDER LAW.

A. In no event shall LICENSOR become liable to LICENSEE, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money or goodwill arising from the use, operation or modification of SOFTWARE by LICENSEE. LICENSEE further agrees to indemnify, defend and hold harmless, its agents or employees from and LICENSOR against all loss or expense resulting from liability of any nature arising or resulting from the acts or omissions of LICENSEE, its employees or agents, in its use, possession or operation of SOFTWARE.

B. If any of the provisions, or portion thereof, of this Agreement is invalid under any applicable statute of law, they are to that extent to be deemed omitted. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all oral, promotional or advertising presentations. This Agreement may not be modified except in writing signed by an authorised representative of LICENSOR. The prevailing party in the legal action brought to construe the terms of or enforce this Agreement shall be entitled to reasonable legal fees and costs. Under no circumstances shall this Agreement or any of the rights granted to LICENSEE hereunder be sold, assigned or sub-licensed, voluntarily or by operation of law, to any other person or entity, and any such purported sale, assigned or sublicenses shall be void.

VII. This agreement shall be governed by the laws of Ireland and the parties agree to the exclusive jurisdiction of the Ireland Court.

VIII. DATA PROTECTION

Each of the parties shall observe all of their respective obligations under all legislation and regulations relating to the protection of personal data (including Regulation (EU) 2016/679) that arise in connection with this Agreement. The parties acknowledge that LICENSEE will not be disclosing or transferring personal data to LICENSOR and that LICENSOR will not be processing personal data on behalf of LICENSEE.