



Gael Annual Licence Plan and Support Terms & Conditions

This agreement is between Gael Limited (company registered SC208191, VAT number GB 886684845) whose registered office at 1 Cambuslang Court, Cambuslang, Glasgow G32 8FH (which we refer to as “Gael”, “we” or “us” in this agreement) and you, the individual or organisation which is registered to use the Software (which we refer to as “you” in this agreement). We both agree that this agreement is valid because you accept it, in return for which we will let you use the Software as described in this agreement.

You are granted a non-exclusive, non-transferable right (called a “Licence”) to use the copy of the Q-Pulse software (“the Software”) on the following terms and conditions:-

1. All rights in the Software remain the property of Gael Limited or its licensor and you acquire no title or interest in the Software other than the right to use it as detailed in this agreement. Although you have rights to use the Software as described, we have not passed ownership of the intellectual property rights in the Software to you. We continue to own the intellectual property rights in the Software including any Replacement Software and any copies of it made by you. The only rights you have to the Software and any related materials are the Licence and any other rights specifically given to you in this agreement. You are responsible for virus checking the Software prior to use.
2. Software must be installed in accordance with the volume and type of licences detailed within the product. Installations are only permitted on systems under your organisation’s control.
3. The Software and all related materials are confidential information which you must not disclose (other than by way of a general description which does not disclose technical details), copy or reproduce in any manner or loan or in way dispose of for profit or incentive or otherwise without our express written permission.
4. You must not alter, remove, obscure, conceal or otherwise interfere with any markings on or within the Software or the packing which refer to us and must not interfere with any other copyright notices.
5. You shall not decompile, disassemble or reverse engineer the Software in any manner and shall not interfere with any security devices, encryption, pass-words, embedded licence data or any other devices in or supplied with the Software unless permitted to do so by law.
6. Whilst we have used reasonable skill and care in designing the Software, it is supplied to you “as is” and except insofar as the same cannot be excluded by law, no warranty is given by us (a) in relation to the Software or the uses to which it may be put or its fitness or suitability for any particular purpose or under any special conditions and/or (b) that the use of the Software and/or any other materials by you will not infringe any third party, copyright or other intellectual property rights.
7. We shall not be liable to you in respect of any costs, claims, losses, liabilities, damages and expenses incurred directly or indirectly in respect of the Software and/or any other materials (including but not limited to any consequential loss or loss of goodwill or revenue or anticipated savings or production) or any loss arising as a result of the Software ceasing to operate or containing any virus except insofar as such liability cannot be excluded by law. For the avoidance of doubt, we do not attempt to restrict or exclude liability for death or personal injury arising out of our negligence.

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8. For the avoidance of doubt, we will be entitled to terminate this agreement with immediate effect if you breach the terms of this agreement at any time. Upon termination of this agreement, you shall stop using the Software immediately and will destroy all copies of the Software in your possession and/or return, at our option, all copies to us.
9. You shall not be entitled to assign your rights or obligations under this agreement without our prior written consent. We shall be entitled to assign our rights and obligations hereunder as we deem appropriate. This agreement shall be governed by the law of Scotland and you hereby submit to the non-exclusive jurisdiction of the Scottish courts. If any provision of this agreement is found to be invalid or unenforceable pursuant to any judicial decree or otherwise, the remainder of this agreement shall remain valid and enforceable according to its terms.
10. Support shall be provided by telephone, email or website at **www.gaelcommunity.com/support** at our discretion. Support is the service offered by us and comprises general advice on the routine use and operation of the Software; on the use of the Software when operating a Business or Compliance management system; and ways of maximising your benefit from the Software and on the implementation of the Software. Support shall also comprise advice on technical issues encountered during the installation, implementation, configuration, deployment and administration of the Software. Furthermore, remote access support is available upon request. For the avoidance of doubt, no on-site maintenance or consultancy support is provided unless separately agreed with us on terms and conditions specified by us. The operating hours of the Support Desk are 08.30-17.30 UK time Monday to Thursday, 08.30-17.00 UK time Friday, with the exception of Good Friday, Easter Monday, 25th December, 26th December and 1st January, when the Support Desk shall be closed. Where data is requested for support cases, we do not accept responsibility for your data until it has been received on our premises and signed for by a member of our staff.
11. It is our aim to resolve all support queries within 24 hours from a support request being received. If this aim cannot be achieved, we will endeavour to inform you of an estimated resolution time / date. We guarantee a response within 2 hours of a support request being received, during the normal working hours of the Support Desk.
12. Upgrades are made available in relation to your version of the Software, these will be available to you via the Support website at no extra cost at **www.gaelcommunity.com/support** . Please note that we are not obliged to produce upgrades and have no obligation to make these available to you unless you have a valid agreement.
13. For the avoidance of doubt, Support does not include support in relation to any defects or errors resulting from modifications made by you nor any malfunctions due to incorrect use of the Software or as a result of any reason external to the Software and we do not guarantee that technical support will be sufficient to remedy any defects in the Software.
14. The provision of Support is without prejudice to your statutory rights (if any).

15. The duration of your Licence to use the Software initially lasts for twelve months from the date we send the Software to you. Thereafter the Licence will be renewed on each anniversary for another twelve months, so long as the appropriate fee is paid. Subject to paragraph 19., if you use the Software after the renewal date, you indicate your acceptance of the renewal of your agreement for twelve months from the renewal date. You should note that the agreement may be ended if the circumstances described in paragraph 19. arise. Payment of annual fees is required to be received prior to appropriate Licence file being generated and issued to you. Failure to pay the fees in accordance with the agreement terms will be a breach for the purpose of clause 17.2
16. The Software must be activated with a Licence file. It will also need to be re-activated every year. If it is not re-activated, you will no longer be able to use the Software.
17. You may end this agreement at any time by writing to tell us, three months in advance of the date you want it to end. If you do this, you will not get any refund, and if any payment is outstanding or you are making payments by direct debit, you will have to immediately pay everything you owe by the date this licence agreement ends. Therefore, if you know you do not want to renew your Licence, please make sure you write to tell us at least 3 months before the renewal date. However, if your three months notice ends at any time up to one month after the date your Licence was due to be renewed, you can still end it and need only pay a pro rata amount of the prior year's Licence fee for any period of your notice that falls after the renewal date. If your notice ends more than a month after your renewal date, the full Licence fee is payable.
 - 17.1 This agreement will automatically and immediately end without refund if you become bankrupt or your business is not able to pay its debts, stops trading or becomes insolvent or, if we are notified that any finance arrangement you have made with another party in relation to the Software has ended for any reason other than the finance being paid in full.
 - 17.2 If either of us discovers that the other has done something which is not allowed by this agreement, or has not done something which is required by it, the person who discovered the breach has the option to give the other 30 days' advance written notice that they require the situation to be remedied. If it is remedied in that time, that will be the end of the matter. If it is not remedied in that time, the person who discovered the situation will have the option to end this agreement by giving written notice to the other and the agreement is immediately ended.
 - 17.3 Within ten working days of the end of the Licence for any reason, you shall uninstall the Software and return it to us (including any copies you have made of the Software (or any part of it)) and provide a certificate signed by your duly authorised representative to confirm compliance with this paragraph 17.3.
 - 17.4 No matter how this agreement ends, the data you store in the Software remains your data and you are entitled to extract it from the Software before the end of the licence agreement. However, your failure to extract it will not prevent this agreement ending.



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18. Cost of Gael Annual Licence plan and Support shall be calculated and charged each year at 20% of your current total license cost, unless agreed otherwise. We will notify you in advance of any changes to the Annual Licence plan and Support pricing structure.
19. You indicate that you accept all of this licence agreement by doing any of the following:
 - 19.1 signing and returning a paper copy of this agreement to us
 - 19.2 indicating electronically that you agree to this licence agreement, for example as described during the installation process or by sending us an email; or
 - 19.3 accepting delivery of the Software, or allowing it to be installed for longer than 7 days. This agreement also starts from that date.
- 19.4 If you don't accept this agreement, you should notify us as soon as possible and should permanently delete the Software from all equipment it has been installed on as soon as possible and in any event within 7 days of the date you first installed the Software. Once you have notified us in writing that you do not accept this agreement, we will need to verify that you have permanently deleted it, and we will contact you to discuss this.

Q-PULSE SOFTWARE SUPPORT TERMS AND CONDITIONS

The obligation of QUALITY AMERICA, INC. (“QA”) to provide technical support for the Q-Pulse Software (the “Software”) licensed to the customer (“you”) indicated on the invoice attached hereto (the “Invoice”) shall be subject to the following terms and conditions:

1. Term of Support Obligation. QA will provide you with the technical support described below for a period of one (1) year from the date of the Invoice.

2. QA’s Support Obligation. QA shall be responsible for providing you with support for technical issues concerning the installation and use of the Software. QA reserves the right to establish limitations on the hours during which its technical support staff will be available to provide the requisite support. QA’s support obligations shall not extend to addressing any limitations of the Software or problems or questions resulting from any modifications to the Software. QA will not be responsible for providing any updates for the Software; provided that if Gael Quality, the publisher of the Software, publishes any updates to the Software during the term of QA’s support obligation, QA will provide you with such updates at no additional charge.

3. The technical support provided by QA as provided in Paragraph 2 can be accessed via email at tech@qualityamerica.com, phone at 520-722-6154, or through QA’s web page at www.qualityamerica.com. At any time QA may chose, at its option, to forward or assign any technical questions you raise to Gael Quality.

4. At any time during the course of resolving a support issue, QA may determine, in QA’s sole discretion, that in order to satisfactorily resolve a support issue you need to be represented by an information technology specialist. In such event, you will be responsible for providing such a specialist, and QA may withhold further support until such person is assigned.

5. QA reserves the right to assign its obligations described above to Gael Quality or one of its affiliates or representatives.