

# End User Licence Agreement

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## 1. Introduction

1.1 This Licence Agreement ("Agreement") is an agreement between you and Digital Detective Group Limited ("Digital Detective"). Please read these terms and conditions carefully before downloading or using any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the software ("the Software") supplied to you by Digital Detective and related documentation. In particular, we draw your attention to clause 8 (limitation of liability).

1.2 A "User" means any end user authorised to use the software. An end user may be a person employed by the entity to which the software is licenced (including contractors) and personnel (including contractors) or other affiliates.

1.3 An "Affiliate" means, in reference to a Person, any other Person that:

(a) directly or indirectly controls or is controlled by the first Person; or

(b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person; and for the purposes of this definition, a Person controls another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.

1.4 A "Person" means any individual, entity, partnership, limited partnership, firm, trust, body corporate, company, corporation, government, governmental body, agency or instrumentality, unincorporated body of persons or association.

1.5 By downloading, installing or otherwise using the Software you agree to be legally bound by this Licence Agreement as it may be modified and posted on our website from time to time.

1.6 If you do not wish to be bound by this Agreement, then you may not download or use the Software.

## 2. Licence

2.1 Specific conditions of use which apply to the type of licence you have acquired from Digital Detective Group are:

- Evaluation Licence for non-chargeable Software: You may use the Software freely within your organisation to assess whether it meets your needs.
- Evaluation Licence for chargeable Software: You may use the Software within your organisation to assess whether it meets your needs for a period of up to 30 days from its supply to you. At the end of this period, if you do not purchase another licence from Digital Detective Group you must destroy all copies of the Software supplied to you, including the removal of any copies installed on any computer, and all related documentation.

2.2 Static End-User PC Licence:

- With a single Static End-User PC Licence you may install and use one copy of the Software on a single computer. You may not share the licence between different computers, nor install it on a server based computer, nor use the Software on more than one computer at the same time.
- Use of the software on a second computer such as a portable or laptop will require a further licence.
- You may not temporarily transfer static licence key files between different computers.

2.3 USB Hardware Licence:

- With a USB hardware licence dongle, you are permitted to install as many copies of our software as required and activate one instance of the software by running it with the USB dongle inserted. The dongle must be inserted whilst the software is being used.

2.4 Licences are non-transferable to third parties. Licence name changes on USB dongle licences may be permitted on charge of an administration fee.

2.5 You may not rent, lease, lend or transfer the Software, or host the Software for third parties.

## 3. Restrictions on Use

- 3.1 You may make a reasonable number of copies of the Software and licences, solely for backup and recovery purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement.
- 3.2 You shall not make copies of the Software additional to those expressly permitted in this Licence Agreement.
- 3.3 You shall not copy any written documentation accompanying the Software.
- 3.4 You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software on all authorised copies.
- 3.5 You shall not reverse engineer, decompile or disassemble the Software (or associated files or databases) except to the extent expressly permitted by any applicable local laws which may over-rule this restriction.
- 3.6 You may not distribute any portions of the Software to any third party (including icons, associated images, screen shots and associated documentation) without written authority from Digital Detective.
- 3.7 You shall not use the software for training purposes without the specific written authority of Digital Detective.
- 3.8 You shall not use visual representations of the software in any publication without the written permission of Digital Detective.
- 3.9 You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.
- 3.10 You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorised means.
- 3.11 Licences purchased for educational/academic purposes will not be used for the production of evidence or the recovery of data in a commercial environment. The purchase of a full licence is required for the conduct of any work in which payment is to be charged for, or the data is given, whether free or on payment, to a third party.

## 4. Intellectual Property Rights

- 4.1 The copyright, patents, trade marks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of Digital Detective or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.

## 5. Termination

- 5.1 This Agreement is effective until terminated. This Agreement will terminate automatically if you fail to comply with any provision of this Agreement. Upon notice of termination from Digital Detective you shall destroy the documentation and all copies of the Software promptly.

## 6. Update Policy

- 6.1 Digital Detective may create, from time to time, release updated versions of the Software. Digital Detective will make any such updated versions available to licensees who have paid the update fee. If you acquire an updated version of the Software then all copies of the previous version must be destroyed and not used, except for one copy which may be retained solely for archival purposes.

## 7. Warranty

- 7.1 Subject to the limitations upon its liability set out in clause 8, Digital Detective warrants that:
- Subject to the limitations and exclusions of liability set out below, the Licensor warrants that for a period of 14 days from the date of downloading of the Software (the "Warranty Period"), the Software will conform to the documentation that accompanies it.
  - The Licensor shall not be liable under the warranties given in clause above if the Software fails to conform to the said warranty because of any corruption, abuse or incorrect use of the Software (including use of the Software with equipment or other software which is incompatible) or because of any variation, modification or addition to the Software not performed by the Licensor or any party on behalf of the Licensor.
- 7.2 Disclaimer of warranty: Some Digital Detective software may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions of the software. Such software may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the software is at your sole risk. The software is provided "as is" and without warranty of any kind.

## 8. Limitation of Liability

- 8.1 Nothing in this Agreement shall limit Digital Detective's liability for:
- Fraud or other criminal act;
  - Any other liability that cannot be excluded by law.

8.2 Subject to clause 8.1, Digital Detective accepts no liability for any direct, indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to Digital Detective.

8.3 Except as provided in clause 8.1, Digital Detective's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

## 9. Severability

9.1 If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

## 10. Third Party Rights

10.1 The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

## 11. Entire Agreement

11.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it. Digital Detective reserves the right to change this licence agreement at any time and without notice.

## 12. Assignment

12.1 You may not assign this Agreement or any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without Digital Detective's prior consent.

## 13. Notices

13.1 All notices shall be given:

- To Digital Detective Group at Motis Business Centre, Cheriton High Street, Folkestone, Kent, CT19 4QJ.

## 14. Governing Law

14.1 This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.