

**KEPLER 4 - END-USER LICENSE AGREEMENT ("Agreement")**

Version: 2  
Last updated: 3<sup>rd</sup> November 2020

Please read this End-User License Agreement ("Agreement") carefully before downloading or using Kepler 4 ("Application").

By downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not download or use the Application.

**1. License**

- 1.1 Advanced Data & Measurement Systems ("ADMS") (a trading name owned by Advanced Witness Systems Ltd.) grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely on a single computer, in accordance with the terms of this Agreement.
- 1.2 2 Day Trial: This, also known as the Sample ("Sample"), allows you to use the Application for approximately 48 hours. This Sample begins when the Activation Code supplied in the Manual is entered into the Kepler4 Registration form, and will end approximately 48 hours later. To continue using the Application beyond this Sample, an Evaluation Licence ("Evaluation") must be obtained from ADMS, or a Full Licence must be purchased from ADMS. Any data stored in the Application during this Sample will not be deleted by ADMS at the end of the Sample period, but ADMS does not hold any responsibility for any lost data during the Sample.
- 1.3 14 Day Trial: This, also known as the Evaluation, allows you to use the Application for approximately 14 days. This Evaluation begins when the Activation Code is entered into the Kepler4 Registration form, and will end approximately 14 days later. To continue using the Application beyond the Evaluation, a Full Licence must be purchased from ADMS. Any data stored in the Application during the Evaluation will not be deleted by ADMS at the end of the Evaluation period, but ADMS does not hold any responsibility for any lost data during the Evaluation.
- 1.4 Full Licence: The start date of the licence ("Activation") will begin when the Activation Code is sent by ADMS to you. The Full Licence will grant you use of the Application beyond the Evaluation period. This will also include the following:
  - a) ADMS will provide 6 months of email support starting from the Activation, and ending 182 days later. ADMS will attempt to, but does not guarantee, replies to emails with support queries for the Application within 2 working days.
  - b) ADMS will provide 1 year of bug fixes, starting from the Activation, and ending 365 days later, at the Expiry date ("Expiry"). ADMS are not required to provide bug fixes beyond the Expiry date, and will charge accordingly for them.
- 1.5 To continue receiving bug fixes and updates after the Expiry date, you may pay for an additional year's maintenance for a small fee. Details of this maintenance will be made available to you after the Expiry date.
- 1.6 ADMS maintains the right to charge an extra fee for substantial updates to the Application before the Expiry date, if these updates are deemed to be more than bug fixes.
- 1.7 ADMS is not responsible for any data lost at any time, and strongly recommends that you take regular backups of the Application's database files.

**2. Restrictions**

- 2.1 You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

**3. Modifications to Application**

- 3.1 ADMS reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

**4. Term and Termination**

- 4.1 This Agreement shall remain in effect until terminated by you or ADMS.
- 4.2 ADMS may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.
- 4.3 This Agreement will terminate immediately, without prior notice from ADMS, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your computer.
- 4.4 Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your computer.

**5. Severability**

- 5.1 If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**6. Amendments to this Agreement**

- 6.1 ADMS reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

**7. Governing Law**

- 7.1 This Agreement shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the courts of England.

**8. Contact Information**

- 8.1 If you have any questions about this Agreement, please contact us:

Advanced Data & Measurement Systems  
Advanced Witness Systems Ltd  
Unit 8 Beaumont Business Centre  
Beaumont Close  
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Oxfordshire, OX16 1TN