

LICENSE AGREEMENT – zTD_TM1_Utils

1 DESCRIPTION OF PRODUCT

The zTD_TM1_Utils software for Microsoft Excel and Outlook provide a number of utilities and additional Excel Functions to help the Licensee to use IBM Cognos TM1, Excel, Outlook, and related files. It incorporates the TM1EasyAPIX which provides an Object Model over the raw TM1 API. This license agreement covers the use of the zTD_TM1_Utils, the VBA Macros contained within it, the related TM1EasyAPIHelp.chm Help File, programs used to extend the license expiry control mechanism, and documentation. In total this will be hereinafter referred to as the Product.

2 STATEMENT OF COPYRIGHT

The Product is, and remains, Copyright (c) 2008-2014 of Success Cubed Ltd, Registered Office; 2a The Bourne, London, N14 6QX, United Kingdom. Success Cubed Ltd will hereinafter be referred to as the “Vendor”. The Product relies on software including Microsoft Windows, Microsoft Excel & Outlook, and IBM Cognos TM1. Their copyrights are acknowledged. The Licensee must negotiate separate licenses for this supporting software.

The Product contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

3 GRANT OF LICENSE

This Product may only be licensed to companies, not individuals. By placing a copy of this software on your company's systems, or using it in any way, you confirm and warrant that you have the authority to bind your company as Licensee to the terms of this agreement. If you do not have that authority or your company does not agree to this license agreement then you must immediately cease using the Product and remove all copies of the Product from your company's systems.

The Vendor grants the Licensee company a non-transferable and non-exclusive license to use the program code of the Product on any computer at the company; provided that the Licensee does not (and do not allow any employee or third party) to modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Product, and that the Licensee does not permit the Product to be distributed outside the company.

In particular, the zTD_TM1_Utils Excel Add-In is protected by a password. The Licensee must make no attempt to by-pass this password.

The Licensee may only use the Product subject to the full terms of this License Agreement.

4 EVALUATION

It is appreciated that the Licensee Company may wish to evaluate the Product before purchasing a full license.

Two staff at the Licensee Company may evaluate the Product in a non-Production environment for a period of 45 days from first use of the Product, without paying the license fee, however, with the exception of conditions relating to the license fee, all other conditions in this license agreement will apply. The evaluation version will not include the VBA modules for Microsoft Outlook as this cannot be password protected and will only be issued to those purchasing a full license.

If the Licensee decides not to purchase the Product at the end of the 45 day evaluation period, all copies of the Product must be removed from the company's computers, unless specific dispensation is received from the Vendor to extend the evaluation period.

5 CURRENT AND FUTURE VERSIONS

This License Agreement covers the current version of the Product, which you may use provided that your company pays the License Fee and continues to pay the Annual Maintenance Fee in subsequent years.

The Annual Maintenance Fee must be paid annually in advance.

Companies who do not pay the License or Annual Maintenance Fee after the Evaluation period expires must remove all versions of this Product from their computers.

Payment of the License Fee and continued payment of the Annual Maintenance Fee will entitle the company to use this version of the Product. It will also entitle them to use future versions of the Product and to Technical Support for this and future versions of the Product.

Unless explicitly stated otherwise, any new features that augment or enhance the current Product, shall be subject to this License Agreement. The Vendor reserves the right to modify the terms of this License Agreement, in future versions of the Product, without prior notification.

6 LICENSE FEES

The License Fee for this version is GBP 500. This is a one-time payment. It includes the first year Annual Maintenance Fee.

For subsequent years, the Annual Maintenance Fee is GBP 200 per annum, payable in advance. It will remain fixed at this level in future years. It will not increase as percentage of the current list price. However, it should be noted that payment of the Annual Maintenance Fee is not optional. If it is not paid this agreement will terminate and the Product must be removed.

Payment of the License Fee and Annual Maintenance Fee entitles any member of staff of the Licensee to use this Product. The License Fees do not increase according to the number of users within the same organisation.

7 VAT (VALUE ADDED TAX)

The License Fee and Annual Maintenance Fee exclude UK VAT which will be added to our invoice if your company is based in the UK. If your company is in the EU, VAT will not be added provided that you can issue a Purchase Order or other document showing your VAT Number including the two digit country code. No VAT will be added for companies outside of the EU.

8 PROCEDURE FOR PURCHASING A LICENSE

Companies who wish to purchase a license for this Product, should contact the Vendor via email at

sales@successcubed.co.uk

who will issue an Invoice to arrange payment of the License Fee. Given the relatively low price of this Product, in some cases it may simply be purchased via your company's expenses system. However, we appreciate that for some companies, purchasing the Product may involve adding Success Cubed Ltd as a supplier on your systems, and issuing a purchase order, which can take some time. Provided that there is a clear intention to purchase, the Vendor may give dispensation to permit your company to use the Product while these formalities take place.

If required, we can forward copies of Success Cubed Ltd's Certificate of Incorporation and VAT Registration Certificate.

Once payment is received you will be issued with a small macro the license type of your version from Evaluation to Full Version, and to extend the expiry date to the appropriate date. You will also be sent the Outlook VBA routines to allow emails of spreadsheets generated from TM1, and the processing of Attachments sent in to an Outlook account.

9 TECHNICAL SUPPORT

Due to the open-ended nature of Technical Support requests, the degree of Technical Support that will be provided to any customer will be at the discretion of the Vendor.

Technical Support requests should be directed to support@successcubed.co.uk.

10 ACCESSING FUTURE VERSIONS

The About menu in the Product will tell you the number of your current version. Notification of future versions of the Product will be sent to all registered users of the Product by email and will be shown at www.successcubed.co.uk.

You may download the latest version of the Product from www.successcubed.co.uk.

11 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Given the relatively low price of this Product you will appreciate that, in common with the vendors of many more expensive products, we must limit our liability.

The Licensee expressly understands and agrees that:

- a) Your use of the Product is at your sole risk. The Product is provided on an "as is" basis. The Vendor expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Vendor makes no warranties that any errors in the Product will be corrected.
- b) Use of the Product is at your company's own discretion and risk. Your company will be solely responsible for any damage to your computer system or loss of data that results from the use of the Product.
- c) No advice or information, whether oral or written, obtained by you from the Vendor or from the Product shall create any warranty.

You expressly understand and agree that the Vendor shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Vendor has been advised of the possibility of such damages), resulting from the use or the inability to use the Product.

12 DIFFERENT JURISDICTIONS - EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. If this is the case in your jurisdiction, then you may not use the Product. If you still wish to use the Product then please contact the Vendor and we may be able to adapt the agreement.

If any part of this agreement is deemed to be invalid then the remainder of the agreement will still apply.

13 TERM OF THIS AGREEMENT

The License of the Product shall continue in perpetuity unless there is a breach of the license agreement, or some external change occurs that would cause a breach. Upon termination of this Agreement all rights granted will terminate and revert to the Vendor. Promptly upon termination of this license agreement for any reason or upon discontinuance or abandonment of possession or use of the Product you will certify the destruction of, all copies of the Product in your company's possession, (whether modified or unmodified) and all other materials pertaining to the Product (including all copies thereof). If the Product has been loaded on any computers in your company, it must be deleted.

The Product may include a mechanism to prevent further use at the end of the Evaluation Period or at the end of the Annual License Period. The Licensee agrees to make no attempt to bypass this mechanism. On payment of the appropriate license fee, or at the discretion of the Vendor, the Licensee will be sent a small program which will extend the expiry date referenced by this mechanism. This program forms part of the Product and therefore all conditions apply. You must make no attempt to interfere with this program to extend the expiry date. This mechanism is intended to prevent accidental use of the Product beyond the licensed period. Regardless of whether this mechanism works or not, you may not use the Product beyond the period defined by this agreement.