

**Parker Software Limited  
WhosOn ISP Edition Site License Agreement**

**IMPORTANT**

**DO NOT USE THIS SOFTWARE OUTSIDE OF A FREE TRIAL PERIOD UNTIL YOU HAVE READ THIS LICENCE AGREEMENT. BY USING THE SOFTWARE OTHER THAN IN A FREE TRIAL (OR AUTHORIZING ANY OTHER PERSON TO DO SO) YOU ACCEPT THE TERMS OF THIS LICENCE AGREEMENT.**

**DEFINITIONS**

In this agreement the following terms have the following meanings:-

- 1.1 "Licensor" or "we" means Parker Software Limited, New Media House, Stanley Street, Tunstall, Stoke on Trent, Staffordshire, ST6 6BW. United Kingdom.
- 1.2 "Customer" or "you" The person, organization, firm or company granted a licence hereunder.
- 1.3 "Software" means computer software, (whether in object or source code), data files that make up the WhosOn ISP Edition, and all other items enclosed in this package or supplied electronically and includes all revisions, modifications and updates of the same as may be supplied by the Licensor to the Customer during the term of this agreement.
- 1.4 "Documentation" means all printed and electronic documentation relating to the Software and files contained in this package or supplied electronically and all revisions, modifications and updates of the same as may be supplied by the Licensor to the Customer during the term of this agreement.

**LICENCE**

- 2.1 With effect from the date you breaks the seal preventing access to the Software, or on which the Customer begins to use the Software (whichever comes sooner), the Licensor agrees to grant and the Customer agrees to accept a non-transferable and non-exclusive licence to use the Software in accordance with the terms and conditions of this agreement and to use the documentation in support of such use of the Software in perpetuity or until this agreement is terminated as provided herein.
- 2.2 The Customer may install and use the Software on any number of computer servers within the customer's organization.
- 2.3 The Customer must purchase enough seat licenses to cover the maximum number of individual users that will be connecting to its WhosOn servers or the number monitored sites that have been setup – whichever is higher.

**COPIES**

- 3.1 The Customer may not use, copy, modify or transfer the software or documentation, or any copy, except as expressly provided in this agreement.
- 3.2 The Customer may make a reasonable number of copies of the Software for archival and backup purposes only.
- 3.3 The Customer shall not copy or by any means re-produce, rent, lease, distribute, sub-licence or modify the Software. The Licensor accepts no responsibility for any modification made by the Customer
- 3.4 The Customer may not reverse engineer, decompile or use the Software in any way to create any product to provide functionality similar to that provided by the Software.

**TRANSFER**

- 4.1 The Customer may transfer the Software and Documentation and assign this agreement to a third party on a permanent basis provided that the recipient agrees to the terms and conditions of this agreement in writing and the Customer retains no copies of the Software or Documentation. If you transfer the Software you must at the same time transfer the Documentation and backup copy or transfer the Documentation and destroy the backup copy.

**OWNERSHIP AND COPYRIGHT**

- 5.1 The Software and its related Documentation is copyrighted. The copyright in and title to all intellectual property rights in the Software is and shall remain the property of the Licensor or the owner in the case of any sub licence that the Licensor warrants that it has authority to grant.
- 5.2 The Customer shall not remove any of the copyright notices electronically recorded or printed on the Software.
- 5.3 The Customer shall not provide or otherwise make available the Software or any part thereof in any form to any person other than his employees and all duly authorized agents without prior consent from the Licensor.

**LIMITED WARRANTY**

- 6.1 In no event will the Licensor be liable for any damages including loss of data, lost profits, cost of cover or other special incidental, consequential or indirect damages arising from the use of the Software, however caused.
- 6.2 All software is supplied 'as is'.
- 6.3 The Licensor does not warrant that the operation of the Software will be uninterrupted or error free.
- 6.4 In any event, the sole and total liability of the Licensor to the Customer will be the purchase price of the Software.

## **TERMINATION**

7.1 The Licensor may terminate this Licence forthwith upon notice in the event that the Customer ceases trading, becomes insolvent or has an administrator or liquidator appointed over its affairs or is in breach of any term condition or provision of this licence or any clause in relation to the standard terms and conditions of sale.

7.2 Immediately upon termination of the Licence for whatever reason, the Customer shall cease using the Software and uninstall it from the Customers servers and end user PC's.

7.3 In the event that this agreement is terminated due to non-payment or in the event that the Customer ceases trading, Parker Software reserves the right to contact your end users of the Software to offer continued service.

## **GENERAL**

8.1 This agreement does not affect or prejudice the statutory rights of a consumer in the Software acquired otherwise than in the course of business.

8.2 If for any reason any of the provisions hereof shall be deemed inoperative unenforceable or invalid, the remaining provisions shall nonetheless remain in full force and effect.

8.3 The terms of this Licence shall in all respects be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the Courts of England and Wales.

## **MINIMUM HARDWARE SPECIFICATION**

9.1 The dedicated servers that will be used for the Software must meet the following minimum specification:

-Dual or Quad core CPU

-1GB Ram

-20GB Free hard disk space

-2 Internet IP addresses

-1Mb Internet bandwidth

9.2 Running Windows 2003/2008 (Web or Standard), IIS, .NET Framework 2/3, SQL Server 2005/2008 (any edition).

9.3 Servers must be dedicated to running the Software and not be used for running other processes or hosting other services.

9.4 Server OS should be factory default prior to installation of the Software.

9.5 Virtual servers can be used.

## **INSTALLATION SERVICE**

10.1 We can install the Software for you as part of your subscription. For this we will need access to the server via Remote Desktop.

10.1 The installation service is provided free of charge for your first server.

## **SERVER LOAD**

11.1 In order for your end users to have the best possible experience with the Software you should not overload a single server.

11.2 Servers can become overloaded due to low usage by many customers or heavy usage by a single customer.

11.3 If Parker Software Technical Support informs you that a server is overloaded you must follow the recommendations that they give. This will involve increasing the server capacity by optimisation or database improvements, or by installing the Software onto a new server.

## **PRODUCT UPDATES**

12.1 In order for your end-users to have the best possible experience with the Software, you need to keep your copy of the the Software updated with updates provided by the Licensor.

12.2 You must keep the Software updated by checking for updates once per month.

## **WHOSON CLIENT DISTRIBUTION**

13.1 You are free to distribute the WhosOn Operator Client program to your end user customers.

13.2 Any number of WhosOn Client setups can be installed.

13.4 The number of paying users of the WhoOn Client program must not exceed the total number of seat licenses purchased.

## **END USER BILLING**

14.1 You are free to bill your customers for the use of the Software over any period you choose (monthly, quarterly, yearly etc).

14.2 You can bundle the charges in with existing products/subscriptions if you wish.

14.3 You can (if you choose) charge customers addition fees should they exceed daily page views as per Parker Software's standard WhosOn Hosted Edition terms & conditions (currently 15,000 pages views per day, per monitored site).

14.3 You are free to charge one-time setup fees.

14.3 Your invoices must not look as they are from the Licensor.

## **CO\_BRANDING**

15.1 The co-branded option is an option to customise the Software so that the Software shows your brand. This will display as "WhosOn by [Your Company Name]" or some similar naming agreed beforehand with the Licensor.

15.2 The link back URL inside the Software and chat window will go to a URL of your choice.

**WHITELABEL LABEL OPTION**

- 16.1 The White Label option enables the 'WhosOn' name to be changed throughout the Software to a name of your choice.
- 16.2 The product name must not contain 'WhosOn', 'Parker Software', or any other trademark or service mark that you do not own.
- 16.3 The product name must be agreed in advance by Parker Software.
- 16.4 The Licensor will create a special version of the WhosOn Client Setup program, which will show your name throughout the application and help files.
- 16.5 Link-backs in the Software and chat client will go to a URL of your choice.

**ADVERTISING YOUR SERVICE**

- 17.1 You may not use the keywords 'WhosOn' or 'Parker Software' (or derivatives) as keywords for any PPC campaigns that you use to sell your live stats/chat services based on the Software.
- 17.2 For the White Label option you may not use 'WhosOn' or 'Parker Software' or derivatives in any marketing materials (including website).

**WEBSITE COPY**

- 18.1 You must write your own website text and not duplicate copy from <http://www.whoson.com>. This is to avoid search engine penalization for duplicate content.
- 18.2 Your website must not attempt to replicate <http://www.whoson.com> in look and feel.

**FULL TIME SUPPORT**

- 19.1 Your business must be in a position to provide full time (normal office hours, 5 days per week) support to your customers.
- 19.2 Your web site must show full contact information (Business Name, Address, Telephone number & Email).
- 19.2 The Licensor also offers a service to support your end-users for an additional fee. If you do not subscribe to the end user support option, then the Licensor will not support your end users, and support requests will be redirected back to you.

**MANAGED SERVER**

- 20.1 The Licensor also provides optional Managed Windows servers for you to run the Software on.
- 20.2 If we inform you that a Managed Server is approaching capacity you must follow the recommendations that they give. This will involve adding another server, or increasing the database licenses on the machine.

**TECHNICAL SUPPORT WHEN NOT USING MANAGED SERVERS**

- 21.1 If using the Software on your own servers (without a Managed Server provided by the Licensor), your business must have or employ a person or persons with enough technical ability to manage a Windows Server.
- 21.2 This person must be able to administer Microsoft Internet Information Services, Microsoft SQL Server, your external IP addresses, your DNS records, and any firewalls that you have in place.
- 21.3 We will only provide Technical Support for the base WhosOn product. Any modifications or customisations to your server that you make will not be supported by the Licensor. Microsoft Internet Information Services and Microsoft SQL Server will only be supported in so far as is necessary to run the WhosOn product.

**DISCLAIMER**

**ALL SOFTWARE IS SUPPLIED "AS IS". THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER CONDITIONS WARRANTIES REPRESENTATIONS AND GUARANTEES OF ANY KIND EXPRESS OR IMPLIED WHETHER BY STATUTE OR COMMON LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS OR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY DAMAGES INCLUDING LOSS OF DATA, LOST PROFITS COST OF COVER OR OTHER SPECIAL INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SOFTWARE OR ACCOMPANYING DOCUMENTATION HOWEVER CAUSED. THE LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UN-INTERRUPTED OR ERROR FREE. USE OF THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. FURTHER THE LICENSOR RESERVES THE RIGHT TO MAKE ANY CHANGES TO ANY AND ALL PARTS OF THE SOFTWARE AT ANY TIME WITHOUT OBLIGATION TO NOTIFY ANY PERSON, FIRM OR COMPANY OF SUCH CHANGES.**

**Parker Software Limited**

New Media House  
Stanley Street  
Stoke on Trent  
ST6 6BW  
United Kingdom

Signed By

\_\_\_\_\_ For Parker Software Limited

\_\_\_\_\_ For ISP Name \_\_\_\_\_

\_\_\_\_\_ White Label Name (If Applicable)

\_\_\_\_\_ Link Back URL (If Applicable)

**Payment Schedule**

White Label Annual Fee: \_\_\_\_\_

Minimum Seats: \_\_\_\_\_

Price Per Seat: \_\_\_\_\_

Minimum Subscription Period: \_\_\_\_\_