

Licensee Details

To avoid any delay in delivery of your system, please complete all sections fully.

Type Of Business

Legal Entity Name

THE LEGAL ENTITY NAME IS MANDATORY AND MUST MATCH THE NAME OF THE BANK ACCOUNT HOLDER.
Please enter the name of the organisation or individual entering into the agreement with O&M Life & Pensions Limited.

Trading Name

Only complete this box if different from the Legal Entity Name

Address

FCA Registration Number

Principal Regulator / Network / Affinity Group

System Version / Order Details

Please Note: In addition to your standard monthly payment, your first direct debit collection will include a pro-rata amount from the software issue date to the first direct debit collection date and any initial fee payable.

System Version

Additional Users

@ £20 per month + VAT

Initial Fee £

+ VAT

Monthly Rental £

+ VAT

Software Issue Date

Immediately

On Date

Payment

Payment Method

Acceptance Of Agreement

I acknowledge that I have read and understood all the terms and conditions of this licence and agree to abide by them.

Title

First Name

Surname

Email Address

Telephone

Position

Signed

Date

Primary Contact

The primary contact will be used as the main point of contact regarding this licence. If not completed we will use the individual that accepts the rental agreement.

Title	First Name	Surname
Email Address		
Telephone	Position	

User Details

Please provide details of each system user or adviser wishing to use reports from the system. Please ensure that the details provided are clear and legible as they will be used to issue user logins for the system. If more than 9 user licences are required please copy this page. Generic names will not be accepted.

By default, users can only access their own client information. If other system users, for example para planners, need to be able to access or share client information please tick here and we'll contact you to discuss your requirements

1	First Name	Surname
	Email Address	
2	First Name	Surname
	Email Address	
3	First Name	Surname
	Email Address	
4	First Name	Surname
	Email Address	
5	First Name	Surname
	Email Address	
6	First Name	Surname
	Email Address	
7	First Name	Surname
	Email Address	
8	First Name	Surname
	Email Address	
9	First Name	Surname
	Email Address	

DEFINITIONS

- 1.1 "System" is defined as the O&M Profiler software, made up of Product Licence(s) and User Licence(s) which shall be accessed via the Internet.
- 1.2 "Licensor" is defined as O&M Life and Pensions Ltd.
- 1.3 "Licensee" is the legal entity who has agreed to rent the System and who has signed this Licence.
- 1.4 "Results" are defined as the data displayed on screen by the System.
- 1.5 "Reports" are defined as any printout generated by/from the System.
- 1.6 "Product Licence" is defined as the data, analyses, screens, Results, Reports, manuals and other information of any kind that are made available to the Licensee by the Licensor pursuant to this Licence.
- 1.7 "User Licence" is defined as a unique login code provided to each individual who requires simultaneous access to the System or wishing to use Results or Reports from the System.
- 1.8 "User" is defined as the individual who is provided with a "User Licence".

SCOPE

- 2.1 This Licence grants the Licensee a non-exclusive licence to use the System subject to acceptance of all terms and conditions within this Licence.
- 2.2 The Licensor reserves the right to refuse any application for a licence to use the System.

OWNERSHIP

- 3.1 The System remains the property of the Licensor.

SYSTEM AVAILABILITY AND DATA PROTECTION

- 4.1 The Licensee acknowledges that whilst the Licensor will endeavour to provide continuous access to the System, certain downtime is unavoidable and may be beyond the control of the Licensor.
- 4.2 The Licensee and the Licensor agree that the Licensor in providing the System is acting as a data processor only. The Licensee acknowledges that the Licensor and any organisation used to host the System, complies with Data Protection Act requirements in their role as data processor.

CHARGES

- 5.1 The Licensee shall pay all sums owing to the Licensor with regard to the System(s) issued under this Licence within 30 days of these sums falling due.
- 5.2 The Licensee may vary the number and type of Product and/or User Licences relating to the System at any time by completing a Licence Amendment order form. An initial charge may apply to each licence variation.
- 5.3 Any sum payable to the Licensor under this Licence shall be paid without regard to any equity set-off or counterclaim and, without prejudice to its other rights and remedies. Notwithstanding the Late Payment of Commercial Debts (Interest) Act 1998 the Licensor may charge interest on all outstanding amounts from the due date, both before and after judgment, until such time as these sums and any interest accrued are paid up in full at the rate of two percent (2%) above Lloyds TSB Bank base rate.
- 5.4 The Licensor may vary the sum chargeable with regard to the System(s) issued under this Licence at any time however the Licensor must provide 45 days written notice to the Licensee.
- 5.5 All sums payable under the Licence are payable in advance. If the Licensee terminates the Licence under clause 10.1, no refund will be given for any sums payable under the Licence.
- 5.6 All sums payable by the Licensee to the Licensor under this Licence are exclusive of any applicable value added tax which shall be paid by the Licensee at the rate and in the manner from time to time prescribed by law.

RESTRICTIONS ON USE

- 6.1 The Licence is NOT transferable to any other legal entity without the written authorisation of the Licensor.
- 6.2 The Licensee and User shall use the System Results/Reports only for its/their own business purposes and only in accordance with, and on the terms and conditions set out in this Licence.
- 6.3 The Licensee and User shall NOT be permitted, unless authority is given by a written instrument by a Director of the Licensor to:
 - 6.3.1 manipulate the Results from the System, whether by performing calculations or combining it with other data (other than as part of the System);
 - 6.3.2 use any Results / Reports from the System as source material or factual background to create original content for publication;
 - 6.3.3 provide Reports to other entities regulated under the Financial Services and Markets Act 2000 (or replacement legislation), or a subsidiary, agent or parent of such an entity, whether a charge is made or otherwise;
 - 6.3.4 provide Reports whereby an introducer's fee or share of adviser charge is paid to another entity regulated under the Financial Services and Markets Act 2000 (or replacement legislation), or a subsidiary, agent or parent of such an entity.
- 6.4 The Licensor and Licensee will control access to the System as follows:
 - 6.4.1 Each User, upon initial entry to the System, will be required to acknowledge they have read the terms and conditions of this Licence and agree to abide by them.
 - 6.4.2 Any unauthorised use of User Licences is the responsibility of the Licensee, and a financial penalty may be incurred.
 - 6.4.3 The Licensor will issue a user name and password for each User Licence rented and generic user names and/or display names will not be permitted. The password can be modified by the User.
 - 6.4.4 Maintenance of user names will be undertaken by the Licensor. The Licensee acknowledges that the Licensor reserves the right to make a charge for maintenance where changes to individual User Licences are made more than once in any 12 month period.

NO WARRANTY

- 7.1 The Licensor and/or its data suppliers gives no warranty or guarantee regarding the quality or accuracy of the System or any Reports/Results derived from the System.
- 7.2 The System is for use only by legal entities regulated under the Financial Services and Markets Act 2000 (or replacement legislation).
- 7.3 The Licensee and User acknowledge that the use of the System requires the Licensee and User to use its/their own skill and judgement.
- 7.4 The Licensee and User warrant that they have such skill and judgement and undertake at all times to exercise their own judgement in the use of the System and shall be solely liable for all opinions, recommendations, forecasts or comments made or actions taken.

- 7.5 In no event shall the Licensor, its employees or data suppliers, be liable for any loss or damage sustained by the Licensee, User or any third party (except personal injury or death resulting from the Licensor's negligence) resulting from any defect or error in the System including (without limitation) loss of, incorrect or spoiled, data or information, loss of profits or contracts or other indirect or consequential loss, whether arising from negligence, breach of the terms of this Licence, or howsoever.
- 7.6 The Licensee and User acknowledge that:
 - 7.6.1 the Licensor does not provide investment advice hereunder and that nothing within the System constitutes investment advice and that the Licensee and User shall not treat any of the System's content as such;
 - 7.6.2 the Licensor does not recommend any financial product;
 - 7.6.3 the Licensor does not recommend that any financial product should be bought, sold or held by the Licensee, user or its clients;
 - 7.6.4 nothing within the System should be construed as an offer, nor the solicitation of an offer, to buy or sell securities by the Licensor;
 - 7.6.5 nothing within the System is intended to be or to be treated as an inducement or invitation by the Licensor to engage in any kind of investment activity.

INTELLECTUAL PROPERTY RIGHTS

- 8.1 The copyright and all intellectual property rights of whatever nature in the System and the selection and arrangement of its content are and shall remain the property of the Licensor or its data suppliers as the case may be and nothing in this Licence shall be construed so as to transfer any intellectual property rights whatsoever to the Licensee or User. In addition, the Licensee and User shall have no rights in respect of any trade name or trade mark of the Licensor, or its data suppliers, or of the goodwill associated with it.

TRAINING, CUSTOMISATION AND TECHNICAL SUPPORT

- 9.1 The Licensee is entitled to receive free training at the offices of the Licensor and free web based training for each User. Further training can be arranged, but the Licensor reserves the right to make a charge for this.
- 9.2 The Licensee and User are entitled to receive technical support from the Licensor and/or its data suppliers. Technical support will be provided between the hours of 9:00am and 5:30pm Monday to Friday (excluding English Public Holidays and Christmas / Near Year closure). Technical Support can be contacted through a variety of means, including telephone, fax, email and the Licensor's website. The Licensor aims to respond to any request for technical support within 4 hours, and will attempt to rectify any problems found as quickly as practicable.
- 9.3 The entitlement under clauses 9.1 and 9.2 is revoked if the Licensee has failed to pay all sums owing under this Licence.

TERMINATION

- 10.1 The Licence can be terminated by either party giving one month's written notice to the other party. For the Licensee, the effective date of notice is the date that the letter or e-mail arrives at the Licensor's office. Merely posting/sending the notice will not class as instigating the notice period. The Licensor will acknowledge receipt of notice within 24 hours.
- 10.2 The Licence will terminate automatically, and immediately, without notice if the Licensee fails to comply with any of its terms and conditions.
- 10.3 The Licensor has the right to terminate the User Licence assigned to a User without notice if the User fails to comply with any of terms and conditions of this Licence.

ACKNOWLEDGEMENT

- 11.1 The Licensee and User acknowledge that the terms and conditions of this Licence are understood and agree to be bound by them. The Licensee acknowledges that the rent for the System takes into account the terms on which such System is supplied.
- 11.2 The Licensee also agrees that this Licence supersedes all prior licenses, arrangements and undertakings and constitutes the entire agreement relating to the Licence of the System.
- 11.3 No addition to or modification of any provision of this Licence shall be binding unless made by a written instrument by a Director of the Licensor.
- 11.4 Each of the parties undertakes with the others to keep confidential all information (written or oral) about the business and affairs of the other as it shall have obtained as a result of any discussions leading up to or entering into this Licence except those matters which are trivial or obvious or in the public domain other than as a result of a breach of this clause.
- 11.5 If any provision in this Licence is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this Licence which shall remain in full force and effect.
- 11.6 The Licensee and User acknowledge that the Licensor is entitled to collate certain data from the System, to assist the Licensor in understanding the usage and performance of the System. Only data from the System, specifically excluding the Licensee's client's names, will be collated in other systems of the Licensor. Whilst Licensee specific information will not be disclosed to any third party, the Licensor reserves the right to publish/share information highlighting general trends of usage and performance of the System.
- 11.7 The Licensee acknowledges that the Licensor is permitted to refer to the Licensee as a user of the System in communications.

LAW

- 12.1 This Licence shall be governed by English law.
- 12.2 The English Courts shall have jurisdiction to settle any disputes which may arise out of or in connection with this Licence.
- 12.3 Clause 12.2 is for the benefit of the Licensor only. Accordingly, the Licensor may bring any proceedings arising out of or in connection with this Licence in any other jurisdiction it may consider appropriate.

HEADINGS

- 13.1 The headings of this Licence are for ease of reference only and do not affect its interpretation or construction.