



QUALITY  
MANAGEMENT  
SYSTEM

# QUALITY COORDINATOR

## Software Maintenance Agreement End User Licence Agreement

[www.2020qms.com.au](http://www.2020qms.com.au)

TWENTY  
INTEGRATED  
SOLUTIONS

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**Part One:**

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# Software Maintenance Agreement

2020 Integrated Solutions will provide software support for 2020 Integrated Solutions products to the Customer holding a current and valid software licence upon the terms and conditions herein contained. 2020 Integrated Solutions may appoint another organisation as their support representatives and that support organisation will be responsible for carrying out the telephone support described herein under 2020 Integrated Solutions' supervision.

Support services will commence on the date of payment of the purchase price or instalment or any other agreed licence and support fee and continue for term specified in the invoice. Installing the software constitutes acceptance of this agreement.

## UPDATES

2020 Integrated Solutions will periodically provide updates to the customer. There are two classes of updates:

1. **Release:** Enhancements to the current functionality and fixes/patches to current functionality. Releases are free to customers holding a current and valid software licence. Such releases shall cover problem fixes and enhancements.
2. **Versions:** Enhancements that deliver new functionality. Major additional functionality provided in the form of new modules is not covered by provision 1. 2020 Integrated Solutions may, at its sole discretion, provide new versions to current customers for free, or at such reduced prices as it determines.

## TRAINING

The purchase price covers introductory training for up to three nominated users on the software. Travel and accommodation costs associated with the onsite training will be borne by the customer. On occasions the user organisation may wish to undertake additional training. This can be negotiated and is chargeable at standard 2020 Integrated Solutions training rates plus agreed expenses such as accommodation and travel.

## HELPDESK AND TECHNICAL SUPPORT

All users of the software can access the customer support section of [www.2020qms.com.au](http://www.2020qms.com.au) and submit an online customer support request. Any on the three nominated Quality Coordinator Support Team members can phone the Helpdesk for support.

### **All users of the software**

Options for accessing support:

1. Click on the Quality Coordinator help button on the right hand side of your screen and use the hyperlinks to find the section relating to your question
2. Consult with one of your organisation's Quality Coordinator Support Team members
3. Submit an online customer support request, which can be found on the customer support section of [www.2020qms.com.au](http://www.2020qms.com.au)
4. Complete and email a QMS Support Request Form to [helpdesk@2020is.com.au](mailto:helpdesk@2020is.com.au). To ensure we can respond to your requirements effectively you must use the use the QMS Support Request Form which can be found on the customer support section of [www.2020qms.com.au](http://www.2020qms.com.au)

### **Nominated Quality Coordinator Support Team members**

Options for accessing support:

1. Click on the Quality Coordinator help button on the right hand side of your screen and use the hyperlinks to find the section relating to your question
2. Submit an online customer support request, which can be found on the customer support section of [www.2020qms.com.au](http://www.2020qms.com.au)

3. Complete and email a QMS Support Request Form to [helpdesk@2020is.com.au](mailto:helpdesk@2020is.com.au). To ensure we can respond to your requirements effectively you must use the QMS Support Request Form which can be found on the customer support section of [www.2020qms.com.au](http://www.2020qms.com.au).
4. Telephone 20|20 Integrated Solutions on the support line number provided at [2020qms.com.au](http://2020qms.com.au). Please note: only available for Nominated Quality Coordinator Support Team members

For technical problems 20|20 Integrated Solutions may request that the user complete and submit a Technical Support Request Form available on the customer support section of the [www.2020qms.com.au](http://www.2020qms.com.au) website.

In addition to seeking helpdesk support users should consult the customer support section of the [www.2020qms.com.au](http://www.2020qms.com.au) website. 20|20 Integrated Solutions may refer callers to the helpdesk to relevant sections of this website if the query is satisfactorily addressed by information already posted.

While 20|20 Integrated Solutions will make best endeavours, Help Desk support does not extend to providing advice or help in respect to issues arising from PC's, networks, operating systems, or non-20|20 Integrated Solutions software applications. In the case of 20|20 Integrated Solutions product operating problems, 20|20 Integrated Solutions or their support representatives will make all reasonable efforts to resolve real problems which reasonably appear attributable to the 20|20 Integrated Solutions software as quickly as possible and wherever practicable within 24 hours of the support contact, provided that all necessary information is provided at the time of initial contact.

## NATURE AND EXTENT OF TELEPHONE SUPPORT

Telephone Support is provided for Nominated Quality Coordinator Support Team members as part of the purchase price for first three years following the go-live date of the software in the user organisation. The Nominated Quality Coordinator Support Team members will be identified in the sales invoice for the product and must include a person with Administrator privileges to the system.

The Nominated Quality Coordinator Support Team members must participate in the initial training and set-up phase of the software. 20|20 Integrated Solutions reserves the right to exclude people who do not participate in the initial training from being nominated recipients of helpdesk support. Additional helpdesk support and training can be negotiated at standard 20|20 Integrated Solutions training rates.

Telephone support is intended to cover problems or provision of help to carry out a new function. It is not intended as a replacement for initial training or additional training.

Telephone support shall consist of:

- a. Providing advice on how to undertake a 20|20 Integrated Solutions product operation; and
- b. Resolving 20|20 Integrated Solutions product operating problems

It is a fair expectation that prior to seeking support users will have made reasonable efforts to discover for themselves the necessary information, including but not limited to reading the appropriate section of the manual and the on-line help and trying relevant menu or toolbar options.

20|20 Integrated Solutions shall prioritise problems according to the following criteria:

- Class A. Problems that result in the 20|20 Integrated Solutions software being inoperable at the time of the customer contact. A first response to these problems will occur within 24 hours.
- Class B. Problems which seriously impact normal daily operations without making the software inoperable. A first response to these problems will occur within 48 hours.
- Class C. Intermittent or non-critical problems which do not seriously impact day-to-day operations. A response time suitable to the customer but not less than 48 hours will be negotiated on a case by case basis.

Problems reported, where they cannot be resolved in the initial contact, shall be resourced and acted upon in accordance with these priority classifications, in relation to all of the problems under action at that time.

## SUPPORT HOURS

20120 Integrated Solutions shall provide support during the hours 9.00 am to 5.00 p.m. AEST from Monday to Friday inclusive, on normal Queensland business days.

## ON-SITE SUPPORT

In the event that a problem is not otherwise resolved by telephone support, 20120 Integrated Solutions may at its sole discretion elect to have a software engineer or relevant support officer visit the customer site. If that involves anything more than local travel costs or if it involves accommodation and meal costs, 20120 Integrated Solutions may recover these amounts at cost from the customer, but in such cases 20120 Integrated Solutions will first negotiate this course of action with the customer. In the event that the problem is then or subsequently found not to stem from a 20120 Integrated Solutions product, 20120 Integrated Solutions may charge for on-site work and travel time at the then current 20120 Integrated Solutions standard support rates.

## LIMITATION OF LIABILITY AND DISCLAIMER

Neither party shall be in breach of this Agreement for any delay or failure to carry out or observe any provision in this Agreement if such delay or failure is due to any cause or condition beyond their reasonable control whether foreseeable or not. 20120 Integrated Solutions will not be liable for any consequential losses or damages including any arising from system failure or downtime whether or not as a result of any action taken or not taken by 20120 Integrated Solutions or any associated party.

Except as expressly provided herein, 20120 Integrated Solutions accepts no liability for claims, expenses or losses arising out of the use of any product/s by the customer or arising out of any representations by the customer to third parties.

## GENERAL PROVISIONS

This Agreement shall not be assigned or otherwise transferred (by operation of law or otherwise) by the customer without the prior written consent of 20120 Integrated Solutions which will not be unreasonably withheld. It shall extend to and be binding upon the successors, legal representatives and valid assigns of the parties. 20120 Integrated Solutions shall be entitled to sub-contract with any third party for the performance of all or any part of its obligations herein.

The failure of either party to enforce at any time, any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of the other party thereafter to enforce each and every provision.

If any provisions of this Agreement are invalid under any applicable statute or rule of law, they shall cease to apply or to bind the parties but the remainder of this Agreement shall continue to be binding and in full force and effect.

This Agreement (together with any purchase agreement in respect of the Product/s) constitutes the entire agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement, including but not limited to, any customer purchase order. This Agreement shall not be varied other than by an instrument in writing of concurrent or subsequent date hereto, executed by the duly authorised representatives of both parties.

This Agreement shall be governed by and construed in accordance with the laws of Australia. Any dispute or conflict between the parties concerning the nature and substance of this Agreement should first be attempted to be resolved by negotiation. Should the process of negotiation fail to bring a conclusion within 30 days, either party can request the matter to be settled by arbitration through an agreed arbitrator.

*October 2010*

*20120 Integrated Solutions Pty Ltd*

**Part Two:**

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# End User Licence Agreement

Be sure to carefully read and understand all of the rights and restrictions set forth in this end-user license agreement ("EULA"). This EULA is a binding legal agreement between you and 2020 Integrated Solutions PL (hereinafter "Licensor") for the materials accompanying this EULA, including the accompanying computer software, associated media, printed materials and any "online" or electronic documentation (hereinafter the "Software"). By installing the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or attempt to use the Software.

1. **Grant of License:** The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. This EULA grants you the following rights:
  - a. You may install, use, access, display and run only one copy of the Software, on a single computer or server.
  - b. You may store or install a copy of the Software on a storage device, such as a network server, used only to run the Software on your other Computers over an internal network. The number of users you are legally allowed to create in the software is stipulated in the invoicing statement associated with your purchase. You must, however, acquire a license for additional users created in the software.
  - c. Your license rights under this EULA are non-exclusive. All rights not expressly granted herein are reserved by Licensor.
  - d. You may not sell, transfer or convey the Software to any third party without Licensor's prior express written consent.
5. **Price and Payment:** The price and payment terms for the Software are stipulated in the invoicing statement associated with your purchase sent to you by Licensor.
6. **Support Services:** Licensor may provide you with support services related to the Software ("Support Services"), at its discretion. Use of Support Services, if any, is governed by Licensor's policies and programs described in any users manual, in online documentation, and/or in other Licensor-provided materials. A software maintenance agreement is provided to you at point of purchase. Any supplemental Software code provided to you as a part of Support Services will be considered part of the Software and subject to the terms of this EULA. With respect to technical information you provide to Licensor as part of the Support Services, Licensor may use such information for its business purposes, including for product support and development. Licensor will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support.
7. **Replacement, Modification and/or Upgrades:** Licensor may, from time to time, and for a fee, replace, modify or upgrade the Software. When accepted by you, any such replacement or modified Software code or upgrade to the Software will be considered part of the Software and subject to the terms of this EULA (unless this EULA is superseded by a further EULA accompanying such replacement or modified version of or upgrade to the Software).
8. **Termination:** You may terminate this EULA at any time by destroying all your copies of the Software. Your license to the Software automatically terminates if you fail to comply with the terms of this agreement. Upon termination, you are required to remove the Software from your computer and destroy any copies of the Software in your possession.
9. **Copyright:**
  - a. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by Licensor or its suppliers. This EULA grants you no rights to use such content other than for the express purpose defined by Licensor statements.

- b. You may not reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies of, create derivative works from, distribute or provide others with the Software in whole or part, transmit or communicate the application over a network.
10. **Export Restrictions:** You may not export, ship, transmit or re-export software in violation of any applicable law or regulation including but not limited to Export Administration Regulations issued by the Australian Government
11. **Disclaimer of Warranties:** Licensor and its suppliers provide the software “as is” and with all faults, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including but not limited to any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, and of lack of negligence or lack of workmanlike effort. Also, there is no warranty or condition of title, of quiet enjoyment, or of non-infringement. The entire risk arising out of the use or performance of the software is with you. The licensor undertakes to address known and demonstrated bugs and defects in accordance with stated maintenance agreements.
12. **Limitation of Damages:** To the maximum extent permitted by applicable law, in no event will licensor or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever arising out of or in any way related to the use of or inability to use the software and whether based on contract, tort, negligence, strict liability or otherwise, even if licensor or any supplier has been advised of the possibility of such damages. This exclusion of damages will be effective even if any remedy fails of its essential purpose.
13. **Arbitration:** Any dispute arising under this EULA will be subject to binding arbitration by a single Arbitrator with a bona fide arbitration association, in accordance with its relevant industry rules, if any. The parties agree that this EULA will be governed by and construed and interpreted in accordance with the laws of the State of Queensland. The arbitration will be held in Queensland. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this EULA. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.
14. **Severability:** If any term of this EULA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
15. **No Waiver:** No waiver of any right under this EULA will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this EULA.
16. **Entire Agreement:** This EULA constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein.

By accessing this software on the Internet or by installing the software on your computer or network system you agree to the terms of this EULA.

Manage quality,  
safety and risk in  
your organisation



QUALITY  
MANAGEMENT  
SYSTEM

# QUALITY COORDINATOR

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vision | culture | strategy | structure

