

# SQS SUPPLY MANAGER INFORMATION SYSTEM

## Software Licensing Agreement



Logistics Consulting Pty Ltd (71 089 159 231), Suite 9, 427 Gympie Road, Strathpine. QLD. 4500.

## SUPPLIER QUALIFICATION SYSTEM (SQS) SOFTWARE LICENCE AGREEMENT (Trial Version)

### DECLARATION

By using the Supplier Qualification System (SQS) Application and all related software, components and documents (“Supplier Qualification System (SQS)”) You acknowledge that:

- a. You are aware that continuing with the use of the Supplier Qualification System (SQS) as well as subsequent use signifies agreement to the terms of this Licence;
- b. You have read and understand the terms of this Licence, or waived the opportunity to do so and/or get advice on the terms, at Your own risk;
- c. if You are using the Supplier Qualification System (SQS) for an organisation (the “Principal Organisation”):
  - i. You have the authority to bind the Principal Organisation to the terms of this Licence; and
  - ii. You agree to the terms of this Licence, in Your own right and on behalf of the Principal Organisation;
- d. the computer on which the software is being used has the following minimum requirements:
  - i. \* IBM-compatible computer, Pentium 3 processor or greater \* 128 Mb RAM \* MS Windows XP or Linux based C/W modern browser and an internet connection \* Microsoft-compatible mouse \* Desktop resolution of at least 800 x 600, 256 colours, Small Fonts.

### 1. GENERAL

1.1 The parties to this Licence are **Logistics Consulting Pty Ltd (71 089 159 231)**, of Suite 9, 427 Gympie Road, Strathpine. QLD. 4500 Australia (“**Licensor**”) and all of the following (together, “**You**”): the person who uses the Supplier Qualification System (SQS); that person’s employer if the use is carried out in the course of the person’s employment; and the Principal Organisation, if any.

1.2 This Licence becomes binding on all the parties as soon as the use of Supplier Qualification System (SQS) commences, however, unless there is a dispute as to authority, the Licensor will only enforce its rights against the Principal Organisation if the user is not the only licensee.

1.3 Logistics Consulting Pty Ltd “Logcon” reserves the right at their sole discretion to accept or reject an application from a company to trial the Supplier Qualification System (SQS) for a period of thirty calendar days.

1.4 To register to use the trial version of the Supplier Qualification System (SQS), a company is required to

complete the Registration Form at the SQS Sales site ([www.supplierqualification.com](http://www.supplierqualification.com)) and forward it to the Licensor. Upon receipt of the duly completed Registration Form, the Licensor will send to You at Your e-mail address, a Validation Form to enable You to proceed with the trial version Supplier Qualification System (SQS).

## **2. LICENCE**

2.1 The Licensor hereby grants to You a licence to use Supplier Qualification System (SQS) (this “Licence”) such that You **may**:

- a. access Supplier Qualification System (SQS) remotely without a separate Licence for the remote access point;
- b. use the trial Supplier Qualification System (SQS) for thirty calendar days after registration.

2.2 You **may not**, without the express written permission of the Licensor:

- a. reproduce Supplier Qualification System (SQS) in any way, shape or form, except as envisaged by Supplier Qualification System (SQS) itself or this Licence;
- b. alter Supplier Qualification System (SQS) except as permitted by the normal operation of Supplier Qualification System (SQS);
- c. produce or manufacture or commission the manufacture or production of, any product or process that is similar to Supplier Qualification System (SQS);
- d. make any copies of the program, Supplier Qualification System (SQS) manual(s) or any written material provided with the package other than as provided above;
- e. loan, rent, lease, or transfer Supplier Qualification System (SQS) material or programs containing Supplier Qualification System (SQS) to a third party except as part of a transfer or other use expressly permitted by this Licence;
- f. reverse engineer, decompile or disassemble any Supplier Qualification System (SQS) programs or any part thereof;
- g. transfer this Licence to a third party unless You first receive the written consent of the Licensor, the third party agrees to a Licence in the same terms as this Licence and the third party pays the required Licence transfer fee, and You delete all copies of Supplier Qualification System (SQS); or
- h. carry on or be concerned or interested in any business (whether alone; or jointly with or as a director, consultant, manager, servant, agent, or partner of any person, firm, or corporation; or with their respective employees, servants, or agents; or as the trustee or beneficiary of any trust; or otherwise by any means whatsoever) that does any of the things specified in paragraphs above in this clause 2.2.

2.3 All rights not expressly granted to the user of Supplier Qualification System (SQS) under this Licence are expressly reserved to the Licensor.

## **3. MAINTENANCE AND SUPPORT OF SUPPLIER QUALIFICATION SYSTEM (SQS)**

3.1 During the term of this Licence, the Licensor may provide You with minor enhancements, minor upgrades and bug fixes from time to time via the website at [www.supplierqualification.com](http://www.supplierqualification.com), but does not contract to supply You with new versions of Supplier Qualification System (SQS).

3.2 At the Licensor’s sole discretion prior to registration the Licensor may, and after registration, the Licensor shall, in good faith, supply to You:

- a. free website support at [www.supplierqualification.com](http://www.supplierqualification.com);

- b. limited on-line contact with the Licensor via [www.supplierqualification.com](http://www.supplierqualification.com), with the Licensor reserving the right to advise You that its support requirements go beyond that which can be provided free of charge and charge for support at an agreed rate;
- c. electronic operating manuals relating to Supplier Qualification System (SQS), to ensure the full exploitation of the Licence granted under this Licence; and
- d. details of all improvements and other developments in Supplier Qualification System (SQS) hereafter produced or owned by the Licensor which can be downloaded from [www.supplierqualification.com](http://www.supplierqualification.com).

3.3 It is Your responsibility to put in place the necessary administrative policies and procedures to ensure the safe and effective use of Supplier Qualification System (SQS). These policies and procedures should reflect common best practices for this type of information technology. Some practices are covered in the Help documentation supplied with Supplier Qualification System (SQS). This includes, but is not limited to the following:

- a. *Security* – Supplier Qualification System (SQS) includes some security as a feature. All external security (e.g. workstation and network security) is Your responsibility.
- b. *Data Backup* – The Licensor does not provide data backup or restore functions. This is Your responsibility. The Licensor takes no responsibility for the loss of any data.
- c. *Disaster Recovery* – You must ensure that Supplier Qualification System (SQS) and data are secure in the case of any disaster scenarios.
- d. *Passwords etc.* – The Licensor may provide codes and passwords in the course of business dealings with You (Licence codes, Licensee codes, passwords). It is Your responsibility to keep these references in safe custody.

3.4 The Licensor will not modify Supplier Qualification System (SQS) to comply with the specific requirements of the Licence unless it believes that there is sufficient business merit. The Licensor may develop customised versions of Supplier Qualification System (SQS) for You but this will be undertaken pursuant to a separately negotiated and priced contract.

3.5 Supplier Qualification System (SQS) must be used as intended, where this is generally specified in the documentation supplied with Supplier Qualification System (SQS).

## 4. LIMITED WARRANTY

4.1 The Licensor hereby represents, warrants and undertakes to You that:

- a. it shall make available to You any minor enhancements, minor updates or bug fixes for Supplier Qualification System (SQS) that are produced by the Licensor during the term of this Licence;
- b. the Licensor has full right and title to grant this Licence and neither the entering of this Licence nor the performance by the Licensor of its obligations will cause it to be in breach of any Licence to which it is a party or is subject;
- c. the use by You of Supplier Qualification System (SQS) shall not infringe any copyright, trademark, registered design, or similar or other intellectual property rights of any third party, nor give rise to payment by You of any royalty to any third party or to any liability to pay compensation to a third party.

4.2 You acknowledge that:

- a. the acknowledgments in the declaration at the beginning of this Licence are correct;
- b. no promise, representation or warranty or undertaking has been made or given by the Licensor, or any person or company on its behalf, in relation to the profitability of, or any other consequences or benefits to be obtained from the delivery or use of Supplier Qualification System (SQS) or any accompanying manuals, and written materials, other than those advised to the Licensor at [www.supplierqualification.com](http://www.supplierqualification.com), and acknowledged by the Licensor

before installing or downloading Supplier Qualification System (SQS);

- c. You are not entitled to rely on any representations unless they are acknowledged by return e-mail by the Licensor;
- d. no other representations have been made or relied on by You; and
- e. the entire risk as to the quality, performance and suitability of Supplier Qualification System (SQS) is borne by You, and it is Your responsibility to thoroughly test and evaluate Supplier Qualification System (SQS) at all stages of operation before registering Supplier Qualification System (SQS) and paying the Licence fee.

4.3 Subject to clause 4.2, You acknowledge that:

- a. You have used the 30 calendar day trial period to assess the suitability of Supplier Qualification System (SQS);
- b. You are satisfied with the functionality of Supplier Qualification System (SQS); and
- c. if You choose to register Supplier Qualification System (SQS) and pay the Licence fee, You have relied upon Your own skill and judgment in doing so.

4.4 The Licensor cannot and does not warrant that Supplier Qualification System (SQS) is suitable for all localities in the world. It is Your responsibility to ensure that Supplier Qualification System (SQS) is suitable for the locality in which it will be used.

4.5 The Licensor cannot and does not warrant that Supplier Qualification System (SQS) is totally error free or that Supplier Qualification System (SQS) programs may not, in some circumstances, fail to function. If Supplier Qualification System (SQS) contains errors or Supplier Qualification System (SQS) programs fail to function, the Licensor will endeavour to remedy the defects in subsequent upgrades.

4.6 To the full extent permitted by the laws applicable to this Licence, any conditions or warranties imposed by such laws are hereby excluded. Insofar as liability under or pursuant to any legislation may not be excluded, such liability is limited to replacement of Supplier Qualification System (SQS) or correction of the defects in Supplier Qualification System (SQS) material.

4.7 Except to the extent provided above, under no circumstances shall the Licensor or any agent, related company or related person be liable for any loss, damage or injury (including without limitation any loss of profit, indirect, consequential or incidental loss, damage or injury) arising from the supply or use of Supplier Qualification System (SQS) programs and any accompanying materials or any failure by the Licensor or any related company to perform any obligation or observe any terms of this Licence.

4.8 The warranties given by the Licensor will not apply if the Licensor is not responsible for the problem, for example, if the problem results from:

- a. an unauthorised modification made to Supplier Qualification System (SQS) by You or any other party;
- b. the media (where applicable) being subjected to accident, abuse, or improper use; or
- c. being used on or in conjunction with hardware or software other than the hardware and software described in clause (d) of the declaration at the beginning of this Licence.

## **5. TERMINATION**

5.1 This Licence shall immediately terminate if You use Supplier Qualification System (SQS) otherwise than in accordance with this Licence or otherwise breaches this Licence.

5.2 Upon termination, You shall forthwith destroy or remove all copies of Supplier Qualification System (SQS) material from any backup medium on which it has been stored.

## **6. GENERAL**

6.1 This Licence embodies all the terms that are binding between the parties, and replaces all previous representations and proposals not embodied herein.

6.2 This Licence shall be governed by the laws of Queensland and shall be deemed to have been made in Queensland. Any proceedings arising out of or in connection with this Licence may be brought in any court of competent jurisdiction in Queensland.

6.3 If any provision of this Licence is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be affected.