

End User Licence Agreement – Satisfaction Data

This End User Licence is issued by: **Newbery Consulting, ABN: 45 088 229 315**

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Description. The software (herein referred to as Satisfaction Data) is a database designed for the purpose of managing the learner and employer satisfaction data of a Registered Training Organisation. Satisfaction Data uses Microsoft Access as its operating software.

Satisfaction Data is protected by Australian copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Satisfaction Data is licensed, not sold.

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7. **Limitation of liability.** Newbery Consulting's entire liability and your exclusive remedy under this EULA shall not exceed the price paid for Satisfaction Data, if any. In no event shall Newbery Consulting or its suppliers be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use or inability to use Satisfaction Data, even if Newbery Consulting or its supplier has been advised of the possibility of such damages, or any claim by a third party.
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9. **Upgrades.** If Satisfaction Data is upgraded from an earlier release or previously released version, you may use that upgraded product only in accordance with this EULA. If Satisfaction Data is an upgrade of a software program which you licensed as a single product, Satisfaction Data may be used only as part of that single product package and may not be separated for use on more than one computer.
10. **Storage.** Satisfaction Data may only be stored as a single copy on one file location per licence. This means that the Satisfaction Data files may only be stored on a single computer (which may be networked) or a shared server where multiple computers (and authorised users) can access the single copy of the files at one time. The file location must be protected to prevent unauthorised copying or tampering of Satisfaction Data. You agree that you will apply your best efforts to prevent your employees and contractors from obtaining a copy of Satisfaction Data.
11. **Public Access.** Satisfaction Data must not be displayed or allowed access to via any public access site or medium. Satisfaction Data must not be shared over the internet other than through a secure intranet where access can be controlled.
12. **No Liability for Consequential Damages.** In no event shall Newbery Consulting or its suppliers be liable for any damages whatsoever (including, without limitation, incidental, direct, indirect special and consequential damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this Newbery Consulting product, even if Newbery Consulting has been advised of the possibility of such damages.
13. **Indemnification by you.** If you distribute Satisfaction Data in violation of this EULA, you agree to indemnify, hold harmless and defend Newbery Consulting and its suppliers from and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution of Satisfaction Data in violation of this EULA.

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