

Quadrant

End User Licence Agreement

THIS AGREEMENT is made on the Commencement Date.

BETWEEN Queensland Cyber Infrastructure Foundation Ltd ACN 094 639 406 (**we, us or our**)

AND You or the entity or organization you represent (**you**)

1 Agreement legally binding

- 1.1 This Agreement takes effect when you click an "I Accept" button or check box presented with these terms or by using Quadrant (**Commencement Date**).
- 1.2 You represent to us that you are lawfully able to enter contracts. If you are entering this contract for an entity or organisation, you represent to us that you have legal authority to do so and to bind that entity or organisation.
- 1.3 It is your responsibility to check www.quadrant.edu.au regularly for modifications to this Agreement.

2 Licence

- 2.1 We grant you a limited, revocable, non-exclusive, non-transferable, non-sub-licensable licence to access, view and use Quadrant solely in accordance with this Agreement as an end user only (**Licence**).
- 2.2 You may not use Quadrant for any purpose other than that permitted under this Agreement. The Licence is conditional on your continued compliance with this Agreement.
- 2.3 You may not store, copy, modify, replicate, or otherwise save any portion of Quadrant. You may not reverse engineer, de-compile, disassemble, modify, translate, make any attempt to discover the source code of Quadrant, or create derivative works from Quadrant. Quadrant is licensed as a single product. Its component parts may not be separated for use on more than one computer. You may not transfer Quadrant or any rights you may have as a user under this Agreement to another person or entity.
- 2.4 Quadrant is licensed to you for your own use and must not be used by others (including by way of sub-licence, reselling, rent or lease) or for marketing or redistribution, whether alone or as a component of any other product.
- 2.5 By using Quadrant, you will be deemed to be bound by the terms of this Agreement. If you do not agree to the terms, you must not use Quadrant.

3 Updates and Beta Code

- 3.1 This Agreement applies to updates, supplements, add-on components or other components of Quadrant that we may make available to you from time to time (**Additional Offering**) in conjunction with any amendment or addendum we provide with any Additional Offering.
- 3.2 Portions or all of Quadrant may contain code for experimental testing and evaluation ("Beta Code"). We grant to you a temporary,

nontransferable, nonexclusive license for use of the Beta Code subject always to our right to choose to withdraw or change the Beta Code.

- 3.3 You agree to evaluate and test the Beta Code under normal conditions and contact us periodically during your use of the Beta Code to discuss any malfunctions or suggested improvements.
- 3.4 You agree to maintain Beta Code in confidence.
- 3.5 You agree that any evaluations and all inventions, product improvements, modifications or developments that we conceive or make during or subsequent to this Agreement, including those based partly or wholly on your feedback, will be our exclusive property. We will have exclusive rights, title and interest in all such property. The provisions of this subsection shall survive termination of this Agreement.

4 Intellectual Property Rights

- 4.1 The rights granted to you in this Agreement are a licence only. Nothing contained in this Agreement or otherwise grants to you any rights of ownership in all or any part of Quadrant.
- 4.2 You acknowledge that Quadrant is the subject of copyright and that you must not at any time (either before or after termination of this Agreement) do any act or permit the doing of any act which infringes that copyright.
- 4.3 All rights in Quadrant not expressly granted to you in this Agreement are reserved.

5 Your Data

- 5.1 You own all right, title, and interest in and to Your Data. Your Data is your responsibility.
- 5.2 We obtain no rights under this Agreement from you to Your Data, including any related Intellectual Property Rights.
- 5.3 We will not seek to obtain ownership of any Intellectual Property Rights in Your Data.
- 5.4 To the extent that you publish any of Your Data on a Project microsite (which is publically available), you warrant that that data is not an infringement of the Intellectual Property Rights of any third party. Any publication by you of Your Data on a Project microsite is at your own risk and we accept no liability in connection with this publication.
- 5.5 Quadrant will have access to, and use de-identified aggregate data from your account for purposes such as reporting including:
- (a) account size including number of Users and Projects;
 - (b) frequency of access;
 - (c) amount of data storage used; and
 - (d) an users IP address and device.

- 5.6 Quadrant will only access your data in following situations
- (a) if you provide a request for support;
 - (b) if necessary for system maintenance;
 - (c) to comply with any request of a governmental or regulatory body (including subpoenas or court orders);
 - (d) in accordance with the Acceptable Use Policy; or
 - (e) for security purposes.
- 5.7 Quadrant is hosted and Your Data is stored in accordance with the Privacy Policy.
- 5.8 Quadrant will permanently delete Your Data when a Project Owner executes the delete function for a Project. Your Data will not be recoverable once it has been deleted.

6 Use of Quadrant

- 6.1 You may access and use Quadrant in accordance with this Agreement.
- 6.2 You must be human to use Quadrant and not be a 'bot' or automated software.
- 6.3 Service Level Agreements may apply as notified to you from time to time. We may change, discontinue or add Service Level Agreements from time to time.
- 6.4 We may change or discontinue the service offered by Quadrant or remove features or functionality from time to time. We will notify you of any material changes or discontinuation of the service offered by Quadrant.

7 Account

- 7.1 To access Quadrant you will need to create an account with a valid email address. Only one account may be created per email address per login method.
- 7.2 You warrant that all information provided in connection with your account is true and accurate. You must immediately notify us if any of this information changes or becomes inaccurate.
- 7.3 You will be issued with a password which is connected to your account.
- 7.4 You must keep your account and password confidential and not disclose it to any third party.
- 7.5 We are not responsible for any unauthorised access to your account. You are responsible for all activities which occur in connection with your account (whether undertaken by you or a third party) or if your account information is lost or stolen.
- 7.6 Your use of Quadrant may be monitored for all lawful purposes in accordance with this Agreement and the Acceptable Use Policy:
- (a) to ensure that the use is authorised;
 - (b) for management of the system;
 - (c) to facilitate protection against unauthorised access, and
 - (d) to verify security procedures, availability and operational security.
- 7.7 Unauthorised use of Quadrant or the infrastructure housing Quadrant is prohibited

and may result in administrative and/or legal action

8 Project Ownership

- 8.1 You becomes Project Owner in Quadrant in the following situations:
- (a) you start a New Project;
 - (b) you accept an invitation from a Project Owner to become a Project Owner for an existing project.
- 8.2 When a Project has only one Project Owner, you (as an existing user) may become a Project Owner in exceptional circumstances, including but not limited to:
- (a) death or disability of a Project Owner;
 - (b) you accept the transfer of the role of Project Owner from a previous Project Owner; or
 - (c) if access is revoked through the Australian Access Federation,
- 8.3 Applications for existing users to become a Project Owner must be made in writing to Quadrant explaining the circumstances and details regarding the project and Project Owner. Applications for transference of a Project Owner will be determined at our discretion.

9 Your responsibilities

- 9.1 You are solely responsible for the development, content, operation, maintenance, and use of Your Data including but not limited to:
- (a) data or content uploaded using your account or added to your Project;
 - (b) any claims relating to Your Data;
 - (c) end users use of Your Data;
 - (d) any corruption of Your Data in connection with your use of Quadrant or otherwise (including while uploading, deleting or migration Your Data from Quadrant; and
 - (e) compliance of Your Data with any laws, rules regulations and policies (including those policies which you must comply with pursuant to this Agreement).
- 9.2 You are solely responsible for:
- (a) any costs associated with uploading Your Data onto Quadrant and migrating Your Data off Quadrant;
 - (b) the security of your account and password, even if you are using the Australia Access Federation login option;
 - (c) taking your own steps to maintain appropriate security, protection and backup of Your Data, which may include the use of encryption technology to protect Your Data from unauthorised access and routine archiving Your Data;
 - (d) regularly backing up your data and using appropriate and up-to-date malicious code and virus detection software for preventing and detecting Harmful Code; and
 - (e) complying with any relevant ethics committees Human Research Ethics Council, National Health and Medical Research Council, the Australian Research Council, the Office of the Gene Technology Regulator Institutional, Funding, State, Commonwealth rules, policies, guidelines laws and regulations and those of all other relevant regulatory agencies.
- 9.3 You must not:

- (a) use Quadrant for any unlawful activities including for the support, creation or distribution of terrorist or hate based material;
 - (b) You will neither use nor allow Quadrant to be used for, any purposes prohibited by Australian federal or state law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical, or biological weapons of mass destruction; and
 - (c) You are not using or permitting others to use Quadrant to create, store, backup, distribute, or provide access to child pornography.
 - (d) comply with the Acceptable Use Policy;
 - (e) use Quadrant to spam or send unsolicited electronic message
 - (f) add data or content that contains, viruses, worms, or other software agents;
 - (g) add data or content that contains files or programs that is designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- 9.4 You do not have a contractual right to audit the functioning of Quadrant for any purpose.
- 10 Notifications**
- 10.1 You must notify us immediately if you are aware of or suspect:
- (a) an unauthorised third party may be accessing, using or seeking to access your account;
 - (b) any unauthorised use of your password;
 - (c) any other breach of security in connection with your account or Project.
- 11 Licence Fee**
- 11.1 In consideration of the grant of the Licence, we may charge Licence Fees.
- 11.2 The parties agree and acknowledge that you will not be required to pay any Licence Fees for the use of Quadrant until 30 June 2014. After that time, we reserve the right to charge the Licence Fees as determined by us (in our absolute discretion) by notice to you.
- 11.3 All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.
- 12 Suspension**
- 12.1 Access to Quadrant may be suspended in our discretion including if there is a planned outage for operational or maintenance reasons, it is considered necessary for unscheduled repair, maintenance or service or in connection with a suspected or actual security risk.
- 12.2 In our sole discretion we may suspend your account or any Project microsite at any time your right to access Quadrant and your account or Project at any time. Circumstances when this may occur includes but not limited to:
- (a) on request from you;
 - (b) on receipt of evidence of inappropriate or unauthorised access;
 - (c) on receipt of evidence of or suspected inappropriate, illegal or offensive content in connection with your account or Project;
 - (d) service upgrades;
 - (e) excessive use;
 - (f) on request from appropriate law enforcement agencies or pursuant to a court order;
 - (g) your use of Quadrant poses a security risk to Quadrant, or any third party, may adversely impact the systems or data of any other user, may subject us, our affiliates, or any third party to liability, or may be fraudulent;
 - (h) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
 - (i) in accordance with the Acceptable Use Policy; or
 - (j) non-compliance with this Agreement;
- 12.3 Our rights under clause 12.1 are in addition to any other rights of termination in this Agreement.
- 12.4 If your right to access Quadrant and your account or Project is suspended at any time:
- (a) you remain responsible for any Licence Fees and any other fees and charges incurred to the date of suspension;
 - (b) you remain responsible for any applicable fees or charges in connection with any access which you may continue to have during this suspension period; and
 - (c) we will not delete Your Data except as stated elsewhere in this Agreement.
- 13 Embedded Software**
- 13.1 You acknowledge that Quadrant may contain Embedded Software and, in addition to the obligations in this Agreement, additional obligations may apply to any use of the Embedded Software and you may be required to sign up or create an account with the provider of the Embedded Software.
- 13.2 We do not accept any liability in relation to the Embedded Software even if it is accessed through or in connection with Quadrant.
- 14 Application Program Interface**
- 14.1 You may access your account via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product, is bound by the terms of this Agreement plus the following specific terms:
- (a) You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even we have has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
 - (b) Abuse or excessively frequent requests to your Quadrant account via the API may result in the temporary or permanent suspension of your account's access to the API. In our sole discretion, we will determine abuse or excessive usage of the API.
 - (c) We reserve the right at any time to modify or discontinue, temporarily or permanently, your

access to the API (or any part thereof) with or without notice.

15 Termination

- 15.1 You may terminate this Agreement for any reason by (i) providing us written notice in advance of any resources being allocated for your use and (ii) providing us with 30 days written notice that you intend to stop using an Quadrant. We may terminate this Agreement for any reason by providing you 30 days advance notice.
- 15.2 We may terminate this Licence immediately by notice in writing if:
- (a) you fail to pay any Licence Fees owing by the due date;
 - (b) you are in breach of any term or condition of this Agreement and such breach is not remedied within fourteen (14) days of written notice from us;
 - (c) if any act or omission by you results in a suspension described in clause 12;
 - (d) if the third party hosting Quadrant no longer allows us to host Quadrant on their infrastructure;
 - (e) if our relationship with a third party partner who provides software or other technology we use to provide Quadrant expires, terminates or requires us to change the way we provide Quadrant;
 - (f) in order to comply with the law or requests of governmental entities or a court order;
 - (g) if we believe providing Quadrant could create a substantial economic or technical burden or material security risk for us; or
 - (h) if we determine use of Quadrant by you has become impractical or unfeasible for any legal or regulatory reason.
- 15.3 Upon termination of this Licence for whatever reason:
- (a) all your rights under this Agreement immediately terminate;
 - (b) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;
 - (c) you must remove Your Data from being stored using Quadrant (at your cost and risk) within a timeframe agreed between you and us. If we are unable to agree on a timeframe within a reasonable period, we will delete Your Data upon giving 28 days written notice to you;
 - (d) pursue any additional or alternative remedies provided by law;
 - (e) you shall have no right to a refund of the whole or any part of the licence fees or other amounts paid for this Licence; and
 - (f) you will continue to be bound by the provisions of clauses 3.5,4, 17, 18,19,26 and 30.
- 15.4 Termination is without prejudice to any rights we may have as a result of breach of this Licence by you.

16 Privacy and Security

- 16.1 We will comply with our Privacy Policy at www.quadrant.edu.au/privacy-policy.
- 16.2 You acknowledge that the email address connected to your account maybe visible to other current account users. You consent to this occurring and waive any rights you may have in relation to it.
- ## 17 Disclaimer & Limitation of Remedies
- 17.1 Quadrant is provided on an as is basis and your use of it is at your sole risk.
- 17.2 You acknowledge that software, by its very nature, is an imperfect product and has faults, gaps and other anomalies. You will be solely responsible for any damage to you or Your Data resulting from the use of Quadrant.
- 17.3 You acknowledge and agree that it is technologically impossible to achieve and guarantee a 100% availability of Quadrant.
- 17.4 Any material and/or data downloaded or otherwise obtained through the use of Quadrant or website is at your own discretion and risk.
- 17.5 Where www.quadrant.edu.au contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.
- 17.6 Subject to this clause 17, we and our affiliates do not warrant:
- (a) the accuracy or reliability of any information obtained through the use of Quadrant;
 - (b) you will be able to access Quadrant at all times;
 - (c) your use of Quadrant will not corrupt Your Data;
 - (d) will be compatible with any other systems you run;
 - (e) that the Intellectual Property Rights in Quadrant are valid and do not infringe the rights of any third parties;
 - (f) that your access to Quadrant will be continuous, without interruption and fault free; and
 - (g) that Quadrant will meet any user's requirements, or be uninterrupted, timely, secure, error or virus free.
- 17.7 Except as expressly provided in this Agreement and except for any condition or warranty the exclusion of which could be void or otherwise contravene the Competition and Consumer Act 2010 (Cth) or any other equivalent competition or consumer law, we disclaim all conditions, warranties and representations, either express or implied with respect to your use of Quadrant.
- 17.8 Nothing in this Agreement purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Competition and Consumer Act 2010 (Cth) and other laws which cannot be modified or excluded.
- 17.9 Without limiting this Agreement, under no circumstances will we be liable for and you release us:

- (a) any incidental, special, indirect, direct, financial, economic or consequential damages or loss of profits, loss of revenue, loss of reputation, loss due to interruption of business, loss of bargain, loss of opportunity or goodwill, any claims for indirect, special or punitive damages, third party claims or any indirect or consequential losses or related expenses (even is loss is reasonably foreseeable and we had been notified of the possibility of the loss arising) which may arise from use of Quadrant or the hosting of content or data on Quadrant, including but not limited to those resulting from defects in Quadrant, or loss, corruption or inaccuracy of data of any kind and whether or not we have any notice of the possibility of such damages.

17.10 your inability to use or access Quadrant and any loss or damages which result, including as a result of any (i) termination or suspension of this Agreement or your use of or access to Quadrant, (ii) our discontinuation of Quadrant or changes to the service offered by Quadrant (iii) any downtime of Quadrant for any reason including but not limited to as a result of power outages, system failure or other interruptions and (iv) interruption to Quadrant; or

17.11 any unauthorised access to, alteration of, or the deletion, destruction, corruption, damage, loss or failure to store any of Your Data.

18 Indemnity

18.1 If Quadrant becomes or may become the subject of a claim of infringement of any third party's Intellectual Property Rights, we may, at its sole option and discretion:

- (a) replace or modify Quadrant to make in non-infringing; or
 (b) refund any License Fees paid in advance.

18.2 The remedies set out in clause 18.1 are our sole liability and the exclusive remedy for any infringement of Intellectual Property Rights by Quadrant or any other items provided by under this Agreement.

18.3 You indemnify us, our affiliates, officers, directors, employees, members, managers, consultants, agents, and suppliers and will keep us indemnified on demand from and against all actions, claims, demands, losses, damages and expenses of whatever form or nature (including third party claims), including legal fees or other costs and disbursements that we or our affiliates sustains or incurs as a direct or indirect result of:

- (a) any infringement of our or any third party's Intellectual Property Rights arising from your use of Quadrant;
 (b) your use of Quadrant;
 (c) your use of any Embedded Software;
 (d) violation by you or any other user of your account, of any intellectual property or other right of any person or entity;
 (e) your breach of this Agreement or any applicable law, policy, rule or regulation by you or Your Data stored using Quadrant; and
 (f) Your Data or the combination of Your Data with other applications, content or processes, including any claim involving alleged

infringement or misappropriation of third-party rights by Your Data or by the use, development, design, production, advertising or marketing of Your Data.

19 Your Warranties

19.1 You warrant that:

- (a) you will comply with and Your Data complies with this Agreement;
 (b) You or your licensors own all right, title, and interest in and to Your Data (but not including any content you upload in which the Intellectual Property Rights are owned by a third party);
 (c) you have the power to enter into this Agreement; and
 (d) you will not, nor will you suffer or permit any third party under you direction or control to, introduce into Quadrant, any Harmful Code; and
 (e) if any Harmful Code is introduced into the Quadrant, you will (i) use all reasonable efforts promptly to report that introduction to us, (ii) take all necessary action to eliminate the Harmful Code and (iii) promptly, at its own cost, repair any harm or destruction caused by that Harmful Code.

20 GST

20.1 Amounts payable by you to us for, or in connection with, any Taxable Supply under this Agreement (if any) do not include any GST but are inclusive of all other applicable taxes and duties.

20.2 You must pay us an additional amount on account of GST equal to the amounts payable by you under this Agreement for any Taxable Supply multiplied by the prevailing GST rate.

20.3 The additional amount is payable at the same time as the amount for a Taxable Supply is payable by you to us.

20.4 We will provide you with a tax invoice which is in an approved form for GST purposes.

21 Dispute Resolution

21.1 The parties agree to comply with the dispute resolution provisions of this clause 21 in respect to any dispute which arises between the parties in respect to this Agreement prior to commencing any litigation or arbitration.

21.2 **Dispute notice.** If there is a dispute between the parties, either party may give a notice to the other succinctly setting out the details of the dispute and stating that it is a dispute notice given under this clause 21.

21.3 **Notice in response.** Within 5 Business Days after the delivery of the dispute notice, the recipient must deliver to the other party a notice in response:

- (a) acknowledging the party's receipt of the dispute notice;
 (b) stating that it is a notice given under this clause 21.3; and
 (c) succinctly setting out any information it believes is directly relevant to the dispute.

21.4 Initial meeting

(a) The parties must meet within 10 Business Days after the date of delivery of the dispute notice and attempt to resolve the dispute.

(b) Each party must use its best endeavours to resolve the dispute and act in good faith.

21.5 Mediation

- (a) If the dispute is not resolved within 10 Business Days of the meeting held pursuant to clause 21.4 or such further period as the parties may agree, any party may refer the dispute to the Australian Commercial Disputes Centre (**ACDC**) for mediation.
- (b) The mediation will be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of a mediator and the costs involved.

21.6 Agreement remains in force. The parties must each continue to perform their respective obligations under this agreement pending resolution of the dispute.

21.7 Injunctions. Nothing in this clause 21 prevents any of the parties from commencing injunctive relief where damages may be an inadequate or inappropriate remedy.

21.8 Survival. This clause 21 survives rescission, termination or expiry of this Agreement.

22 Modifications to this Agreement

22.1 We may modify this Agreement at any time by posting a revised version on the www.quadrant.edu.au or by otherwise notifying you in accordance with this Agreement.

22.2 The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use Quadrant after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms.

23 Assignment or other Transfer

23.1 You can only assign or transfer this Agreement if you obtain our prior consent in writing (which we may grant or withhold in our absolute discretion).

23.2 A user may transfer their access rights to Quadrant subject to agreeing to the terms of the End User Licence Agreement applicable at that time.

23.3 Any purported assignment or transfer other than in accordance with the requirements of this clause 23 will be void.

23.4 Subject to this clause 23, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

24 Notices to you

24.1 We may provide any notice to you under this Agreement by:

- (a) posting a notice on www.quadrant.edu.au; or
- (b) sending a message to the email address then associated with your account.

24.2 Notices we provide by posting on www.quadrant.edu.au will be effective upon posting and notices we provide by email will be effective when we send the email to you.

24.3 It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

25 Notices to us

25.1 To give us notice under this Agreement you must use the email or physical address displayed at www.quadrant.edu.au/contact.

25.2 A notice, consent, information or request is to be treated as given or made at the following time:

- (a) *if it is delivered*, when it is left at the relevant address;
- (b) *if it is sent by post*, 4 Business Days after it is posted if sent within Australia; 10 Business Days after it is posted if sent outside Australia;
- (c) *if transmitted by email before 5pm on a Business Day*, on the day of transmission (otherwise, if sent after 5pm, on the next Business Day), provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.

26 Governing law

26.1 This Agreement is governed by and construed in accordance with the laws in force in Queensland and the Commonwealth of Australia. Any dispute under these terms shall be subject to the exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia and the parties submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.

27 Entire Agreement

27.1 This Agreement and the Policies contains the entire agreement with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings (oral or written).

27.2 This Agreement prevails to the extent of any inconsistency between it and the Policies.

28 Severability

28.1 Subject to clause 28.2, if a provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Agreement.

28.2 Clause 28.1 does not apply if severing the provision materially alters the:

- (i) scope and nature of this Agreement; or
- (ii) the relative commercial or financial positions of the parties; or

would be contrary to public policy.

29 Waiver

29.1 The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

30 Publicity

30.1 You will not issue any press release or make any other public communication with respect to this Agreement or your use of Quadrant. You will not misrepresent the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

- 30.2 You must obtain written consent from Us prior to using names, trademarks or logos of any associated entity involved in delivering Quadrant in any public document.
- 31 Force Majeure**
- 31.1 We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 32 Independent Contractors**
- 32.1 We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- 33 Definitions**
- 33.1 **Acceptable Use Policy** means the policy at www.quadrant.edu.au/aup from time to time.
- 33.2 **Accessible Code** means source code that is unprotected and accessible and includes, without limitation, scripts.
- 33.3 **Agreement** means these terms and conditions and any policies or terms linked to this Agreement from time to time (including the Acceptable Use Policy and the Privacy Policy).
- 33.4 **Business Day** means the days on which banks are open for business in Brisbane, Queensland, Australia.
- 33.5 **Embedded Software** means any third party software which may contain Accessible Code or Protected Code licensed by us from a third party and embedded in Quadrant or any third party software which operates externally from Quadrant.
- 33.6 **GST** has the meaning given to the term in the *A New Tax System (Goods and Services Tax) Act 1999* or similar legislation.
- 33.7 **Harmful Code** means any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of any software.
- 33.8 **Help and Support Manual** means the manual at www.quadrant.edu.au/support from time to time.
- 33.9 **Intellectual Property Rights** means the rights comprised in any patent, copyright, design or trademark whether at common law or by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, goodwill or confidential information.
- 33.10 **Licence Fees** means fees and expenses payable by you to use Quadrant as set out in [insert link].
- 33.11 **New Project** has the meaning given to it in the Help and Support Manual.
- 33.12 **Policies** means the Privacy Policy, the Acceptable Use Policy, the Help and Support Manual and any other policies or manuals issued from time to time.
- 33.13 **Privacy Policy** means the policy at www.quadrant.edu.au/privacy-policy from time to time.
- 33.14 **Project** has the meaning given to it in the Help and Support Manual
- 33.15 **Project Owner** has the meaning given to it in the Help and Support Manual.
- 33.16 **Protected Code** means any source code which we or a third party has taken steps to protect from access.
- 33.17 **Quadrant** is cloud based research project management software offered through the website www.quadrant.edu.au and any Additional Offering (if any).
- 33.18 **Service Level Agreements** means service performance targets that we may define (if any).
- 33.19 **Taxable Supply** has the meaning given to the term in the *A New Tax System (Goods and Services Tax) Act 1999* or similar legislation.
- 33.20 **Term** means period from the Commencement Date until terminated by you or in accordance with this Agreement.
- 33.21 **Your Data** means the data or content you upload using Quadrant or transfer, process, use or store in connection with your account.

