



## **IMS-Smart End User Licence Agreement (EULA)**

This EULA entitles the End User to use the *IMS-Smart* technology to produce and maintain one documented Integrated Management System (IMS).

The End User may maintain back up copies of the *IMS-Smart* technology.

### **Definitions**

The **supplier** is Gamma Secure Systems Limited, a company registered in the United Kingdom.

**IMS-Smart** is a methodology with associated technology and productised IP-led services, including training for creating integrated management systems.

An **Integrated Management System (IMS)** is a management capability being the means by which an organisation establishes, polices and improves its system of internal control. It is supported by documentation and records and may be conformant with one or more management system standards.

**IMS-Smart technology** is a set of Dreamweaver DWT, LBI and HTML files, and various PDF, GIF and CSS files as provided by the supplier.

An **editable region** is a region in a Dreamweaver HTML document that the Adobe Dreamweaver and Contribute products will allow the End User to edit.

The **applicable standards** are the ISO (or ISO/IEC or British) management system standards that the *IMS-Smart* technology has been configured by the supplier to conform to.

### **Obligations of the End User**

- 1) The End User is responsible for the performance of all the steps necessary to develop and implement their IMS. The use of the *IMS-Smart* technology greatly facilitates those tasks but the supplier makes no claim as to the ability of the End User to properly accomplish their implementation through use of the *IMS-Smart* technology alone. In particular:
  - (a) *IMS-Smart* technology is neither a software product nor a software tool.
  - (b) Particular HTML files within the *IMS-Smart* technology contain editable regions. The End User must manually fill in, complete and/or modify these regions in accordance with the instructions contained within the *IMS-Smart* technology in order to produce the documented IMS. *IMS-Smart* technology does not perform any of the necessary actions to do this.



- (c) The End User is responsible for ensuring the accuracy of such information.
  - (d) The End User shall use only the Adobe Dreamweaver or Contribute HTML editors to edit the editable regions.
- 2) Before using the *IMS-Smart* technology the END USER MUST HAVE PURCHASED A COPY OF all the applicable standards.
  - 3) The End User is not permitted to change the content of the Dreamweaver HTML files other than those regions that are marked as editable.
  - 4) The End User is not permitted to change the content of any PDF, GIF or Dreamweaver DWT or LIB file. These files may be replaced as part of the upgrade process.
  - 5) The End User is permitted to edit the CSS file.
  - 5) The End User is not entitled to use *IMS-Smart* technology for any purpose other than for creating one IMS.
  - 6) The End User must not sell or otherwise make the *IMS-Smart* technology available to any other person or organisation for their use. If other organisations/individuals wish to use *IMS-Smart* they should contact the supplier.
  - 7) The End User is responsible for breaches of copyright arising from actions of their employees, or persons under their control.

## **Obligations of the supplier**

The supplier warrants that the *IMS-Smart* technology supplied, which if used in accordance with the instructions, conforms to the applicable standards.

Upgrades to the *IMS-Smart* technology may be made from time to time. Registered End Users will be notified of such changes by the supplier as they occur.

The supplier warrants that the *IMS-Smart* technology does not contain proprietary material from parties other than the supplier and the supplier's business associates, save certain extracts from the applicable standards, hence the requirement that the End User must have purchased a copy of the applicable standards before using the *IMS-Smart* technology.

The supplier will maintain the confidentiality of any information concerning the End User organisation that is not in the public domain and which they obtain as a result of this EULA.



## **Upgrades**

This EULA does not automatically entitle the End User to any upgrades to the *IMS-Smart* technology, which from time to time may be released by the supplier.

## **Limitation of Liability**

In no event will the supplier be liable to the End User for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if the supplier's representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in End User's jurisdiction. The supplier's aggregate liability under or in connection with this agreement shall be limited to the amount paid for the *IMS-Smart* technology, if any.

## **Governing Law**

The Law pertaining to this EULA and any correspondence or contracts related thereto shall be governed and construed by the Laws of England in the UK Court of first jurisdiction only.

## **Term of the EULA**

The EULA shall remain in force in perpetuity until cancelled in writing by the End User or the supplier, whereupon the End User's use of the *IMS-Smart* technology must immediately cease. The supplier may notify the Accreditation and Certification Bodies responsible for IMS certification of revoked licences.