



End User Licence Agreement

Last Updated: 17 January 2020

Integrated Education Software Limited (“IES”) provides cloud-based software (“our software”) hosted at www.ies.co.nz to which this *End User Licence Agreement* (“EULA”) applies.

1 Application

- 1.1 Our customers are typically enterprises in the education sector including schools, private training establishments etc (“client-enterprises”). Only people explicitly authorised by IES, or by administrators from one of our client-enterprises can authorise other people to log into our software.
- 1.2 This EULA applies to our client-enterprises and to anybody who is authorised by one of our client-enterprises to log in to our software.
- 1.3 By logging into our software the client-enterprise and any persons authorised by that enterprise to log in agree to be bound by the provisions of this EULA.
- 1.4 This EULA serves as a default agreement between IES and each client-enterprise. Any terms or conditions of this agreement may be modified by a separate agreement between IES and a client-enterprise provided that it is signed by both parties.

2 Licence

- 2.1 IES hereby grants to the client-enterprise a licence to use specific systems of our Software as a Service (SaaS) as specified in a quotation or other agreement.
- 2.2 The client-enterprise agrees to pay a monthly fee paid as agreed between the parties.
- 2.3 The licence fee is to be paid in advance from the date the client-enterprise starts using our software.
- 2.4 Failure to pay the monthly licence fee may result in the client-enterprise account being suspended and users being denied access to use the software.
- 2.5 The agreed licence fee may be reviewed no more than annually, unless the parties

agree otherwise. For example, a client-enterprise may wish to start using additional systems in which case the monthly fee is likely to increase.

3 Software Maintenance & Support

- 3.1 The client-enterprise is entitled to reasonable telephone and / or email support from our support team and / or development staff as may be necessary.
- 3.2 At IES our goal is to provide our client-enterprises with the highest quality software. We are always working hard to incrementally improve our software. To this end we invite our client-enterprises to provide feedback on our software including, but not limited to, any defects, perceived deficiencies, suggestions for improvement or for extending our software and for the development of new systems.
- 3.3 We are particularly receptive to suggestions that will benefit our whole client base. We are always looking for ways to implement suggestions in ways that not only resolve a single issue but ideally resolve a whole class of issues for our entire client-base.
- 3.4 Our software includes an Issue Management System where client-enterprises can record any issues and be notified when any issues have been resolved.
- 3.5 In its sole discretion IES will consider suggestions and either agree or disagree to their implementation. In its sole discretion IES will prioritise suggestions to best balance the needs of our client base.

4 Development of New Systems

- 4.1 From time to time IES may implement whole new systems in our software.
- 4.2 Unless agreed otherwise, a client-enterprise has no automatic right to use a new system.
- 4.3 Should a client-enterprise wish to make use of a new system the parties may agree to the increase of the monthly licence fee accordingly.

5 Reports

- 5.1 All of our software systems include a reporting tool that permits our client-enterprises to design, create and save their own reports. Any client-enterprise data stored within our system may be reported on, or extracted, using this tool.

6 Data Protection & Handling Practices / Disaster Recovery & Mitigation

- 6.1 IES has planned for a worst case scenario / disaster / force majeure event and taken steps to minimise any disruption to its service.
- 6.2 IES takes daily backups just before midnight every night and daily, weekly and monthly backups are stored off-site.
- 6.3 In the event of a disaster IES would be able to restore our software and most recently available data onto a new server and be up and running in a reasonable period of time.
- 6.4 For more information see our *Data Protection & Handling Practices Policy* and *Disaster Recovery & Mitigation Policy*.

7 Privacy

- 7.1 Our software records private information. IES undertakes to protect this information from unauthorised access both internally and externally. We never make this information available to third-parties for any reason.
- 7.2 For more information see our *Privacy Policy*.

8 Termination

- 8.1 A client-enterprise may terminate this agreement for any or no reason by giving 30 days notice in writing or email to ies@ies.co.nz.
- 8.2 A client-enterprise may extract all its data stored in our system by using our Report Tool. It is capable of extracting data to industry-standard Comma Separated Value (.csv) files which can be imported into spreadsheets or other software.
- 8.3 IES undertakes to retain the client-enterprise data at least three months following the date of termination or until the client-enterprise instructs IES to delete all of their data.
- 8.4 IES may terminate this agreement for any or no reason by giving at least three months notice to a client-enterprise.

9 Liability

- 9.1 In good faith, IES intends that our software will do what it is designed to do.

Nevertheless, the parties acknowledge that software is, by nature, complex and defects (commonly known in the software industry as “bugs”) can and do happen.

- 9.2 IES takes pride in its software and, when advised of any defects in its software, will take whatever steps are necessary to resolve the problem reasonably promptly. Typically this will involve the software development team preparing an update, testing of that update and installation of that update onto the server. Such fixes are covered by the licence fee.
- 9.3 The parties agree that neither IES nor a client-enterprise may hold each other liable for any losses arising out of the use of our software however those losses may arise whether directly or indirectly, including loss of time, loss of profits or anticipated savings, loss of revenue or income, loss of business contracts or opportunities, fines or penalties incurred, or for any other reason.

10 Changes to this EULA

- 10.1 This EULA is effective as of the date on the first page and will remain in effect until it is superseded by an updated EULA.
- 10.2 We reserve the right to update this EULA at any time. Should we make material changes to this EULA we will notify our client-enterprises by email and / or by placing a prominent notice on our website.
- 10.3 Logging into our software constitutes acknowledgment of and acceptance of this EULA by our client-enterprises.

Contact Us

If you have any questions about this EULA please email us at ies@ies.co.nz.