

**THE UNIVERSITY OF SYDNEY  
PICQ 2008™  
SOFTWARE LICENCE AGREEMENT**

**MULTIPLE USER LICENCE AGREEMENT**

**THE TERMS AND CONDITIONS OF THIS PICQ 2008™ SOFTWARE LICENCE AGREEMENT (the “Licence”) SHOULD BE READ CAREFULLY BEFORE INSTALLING THE ATTACHED SOFTWARE PACKAGE.** BY INSTALLING THE SOFTWARE PACKAGE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE DO NOT INSTALL THE SOFTWARE PACKAGE. PLEASE RETURN THE SOFTWARE PACKAGE TO THE UNIVERSITY OF SYDNEY, NATIONAL CENTRE FOR CLASSIFICATION IN HEALTH, FACULTY OF HEALTH SCIENCES, PO BOX 170 LIDCOMBE NSW 1825, AND YOU WILL BE REFUNDED IN FULL THE PURCHASE PRICE.

**1. Licence.** The PICQ 2008™ Software is licensed, not sold, to you by The University of Sydney (‘the University’). This licence applies regardless of the format upon which the PICQ 2008™ Software is provided that is, disk, compact disc read only memory, or any other media, as the case may be. All copies, modifications, enhancements and distributions of the PICQ 2008™ Software are subject to the terms and conditions of this Licence. The University warrants that it has full right to grant the Licence.

**2. Use.** This Licence grants to you (whether an individual, company, association or other legal entity) a non exclusive right to install and use the PICQ 2008™ Software upon the network(s) referred to in Clause 10 in consideration of payment of the licence fee by you. The PICQ 2008™ Software shall be accessible by not more than the number of users referable to the licence fee paid. You may not install the PICQ 2008™ Software on a common storage device which is accessible by more than the number of individual users for which you are licensed except for backup purposes. If the PICQ 2008™ Software is installed only on the permanent memory of a single desktop computer which is not accessible by multiple computers and that desktop computer is used by one user for at least 80% of the time the computer is in use, that same user may also make a copy of the PICQ 2008™ Software to use on a portable or home computer which is primarily used by that user. Permission to use extracts or to create a derivative based on the PICQ 2008™ Software or part thereof, must be sought in writing from the University.

**3. Copies.** You are allowed to make one (1) copy of the PICQ 2008™ Software in machine readable form for backup purposes and one (1) copy for use on a portable or home computer, subject to the limitations referred to in clause 2. You must clearly reproduce on the backup or copy disk any copyright information shown on the original media of the PICQ 2008™ Software.

**4. Restrictions.** Except as expressly permitted in this Licence, you may not decompile, reverse engineer, disassemble, modify, adapt, translate, rent, lease, loan, or create derivative works based on the PICQ 2008™ Software or part thereof. You may not, whether in whole or part, transmit the PICQ 2008™ Software over a network or from one computer to another. Failure to adhere to these restrictions will entitle the University to terminate this Licence without prior notice. The University may, at its own discretion, provide the customer with updated copies of the PICQ 2008™ Software.

**5. Termination.** You agree that if any term or condition of this Licence is breached then the Licence shall terminate automatically. The University reserves the right to terminate this Licence by notice in writing to you. Upon a breach or written notice of termination you shall destroy the PICQ 2008™ Software and all accompanying written materials. The provisions of clauses 6, 7 and 8 of this Licence shall survive termination.

**6. Limited Warranty.** The University warrants for a period of ninety (90) days from the date of purchase of the PICQ 2008™ Software package that the media upon which the Software is supplied will be free from defects in materials and workmanship under normal use. The University does not warrant that the PICQ 2008™ Software will be error free, that its use shall be uninterrupted, that it shall meet your requirements if they are other than as set out in the User Instructions, that it shall operate in combination with other programs of your choice or that it

shall provide any function not designated in the User Instructions. Please request to peruse a copy of the User Instructions prior to purchase if you are in doubt.

INSOFAR AS LIABILITY UNDER OR PURSUANT TO ANY ACT OF PARLIAMENT OR REGULATORY LEGISLATION WHETHER OF THE COMMONWEALTH OF AUSTRALIA OR ANY STATE OR TERRITORY OF THE COMMONWEALTH OF AUSTRALIA OR ELSEWHERE MAY NOT BE EXCLUDED THE ENTIRE LIABILITY OF THE UNIVERSITY AND YOUR SOLE REMEDY FOR ANY BREACH BY THE UNIVERSITY OF THE FOREGOING LIMITED WARRANTY SHALL BE, AT THE UNIVERSITY'S OPTION, REPLACEMENT OF THE MEDIA, REFUND OF THE PURCHASE PRICE OR REPAIR OR REPLACEMENT OF THE PICQ 2008™ SOFTWARE. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY THE UNIVERSITY AND THE UNIVERSITY AND ITS LICENSORS, IF ANY, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PICQ 2008™ SOFTWARE AND ANY ACCOMPANYING WRITTEN MATERIALS. SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OR LIMITATIONS OF IMPLIED WARRANTIES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**7. Disclaimer of Warranty.** Where any Act of Parliament implies in this Licence any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in this agreement, subject in all circumstances to the provisions of clause 6 hereof relating to any breach.

**8. Limitation of Remedy and Damages.** The University, its employees, servants, agents and licensors, as the case may be, shall in no event be liable to you for any consequential, incidental, indirect or special damages whatsoever (including without limitation, damages for loss of business profits, anticipatory profits, business interruption, loss of business information and the like) whether foreseeable or unforeseeable, arising out of the use of or inability to use the PICQ 2008™ Software package or any accompanying written materials, regardless of the basis of such and whether the University or any employee, servant, agent or licensor of the University may have been informed of the possibility of such damage. You agree that liability of the University for any direct damages arising from any cause whatsoever, regardless of the form of action, will be limited to the greater of \$100 or the amount of money paid for the PICQ 2008™ Software package.

THIS CLAUSE WILL NOT APPLY TO PERSONAL INJURY CLAIMS WHERE THE LAW OF THE JURISDICTION IN WHICH THE PICQ 2008™ SOFTWARE PACKAGE WAS SOLD PROHIBITS SUCH EXCLUSION. THIS CLAUSE WILL NOT APPLY TO THE EXCLUSION OF INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES WHERE THE LAW OF THE JURISDICTION IN WHICH THE PICQ 2008™ SOFTWARE PACKAGE WAS SOLD PROHIBITS SUCH EXCLUSIONS.

**9. General.** This licence shall be subject to the applicable laws of the Commonwealth of Australia and the laws of the State of New South Wales, except for the body of law relating to conflicts of law. If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted. If you are a U.S. Government user then the PICQ 2008™ Software is provided with "RESTRICTED RIGHTS" as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52, 227-19 or subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at FAR 252.277-7013, as applicable and as may have been amended, varied or supplanted from time to time.

**10. Copyright and Acknowledgement.** PICQ 2008™ Software ©Commonwealth of Australia 2008. All rights reserved. Commercial organisations, consultants and contractors using PICQ 2008™ Software for the purpose of audit (whether performed for consideration or not) must acknowledge on all audit material delivered to the end user (their clients) the use of the PICQ 2008™ Software in carrying out such audits, and acknowledge the University of Sydney through its National Centre for Classification in Health (NCCH) as the exclusive Licensor of the PICQ 2008™ Software.

# Victorian Private Hospitals' Application Form for PICQ2008™



Hospital	
Address	
Phone	
Fax	
E-mail	

On behalf of the organisation listed above, I hereby accept the terms and conditions set out in the University of Sydney's licence agreement for PICQ2008™ and formally request the appropriate password to access the ACBA software.

I understand that these products can only be used as specified in the attached License Agreement. By signing this document I confirm that I have read and agree to the terms and conditions specified in the University of Sydney's licence agreement for PICQ2008™.

Signature of hospital representative (employee)	
Print Name:	
Date	

<b>Contact details of signatory:</b>	
Office (department, division)	
Phone	
E-mail	