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ALPHA TRACKER LICENCE AGREEMENT

1. By logging into Alpha Tracker ® you are agreeing to work within the terms of this document – the “Alpha Tracker Licence Agreement”.
2. Alpha Tracker ® is a software product created and owned by Start Technology (Software) Ltd trading as Start Software and Alpha Tracker. Alpha Tracker ® makes use of other software products from other suppliers (including SQL Server from Microsoft, Alpha Five/Alpha Anywhere from Alpha Software and Mobile Data Studio from CreativityCorp).
3. If you have five or fewer users, you can operate Alpha Tracker ® on a subscription basis under Start Software’s “Lo-Start” scheme. Once you have more than five users, Lo-Start is no longer applicable to your business and you must contact Start Software to discuss a more appropriate payment scheme.
4. If you qualify for the Lo-Start scheme, you must pay for one monthly subscription for each user of the system. You must pay for at least one subscription per month in order to continue using Alpha Tracker ®. You can vary the number of subscriptions (between one and five) at any time. If no monthly subscription is paid for a period of three months, Start Software may remove the Alpha Tracker ® software.
5. Alpha Tracker ® is continually updated. We do not guarantee that Alpha Tracker ® is free of bugs or errors – no software is bug-free. We do, however, work to an ISO 9001 quality-assured process of software development and attempt to reduce the number of software errors to an absolute minimum.
6. Start Software provide a comprehensive support service under the terms of the agreement here <https://alpha-tracker.co.uk/legal> at a price agreed with Start Software. The support fee for Lo-Start customers is included in their monthly subscription; other customers pay an annual support fee. If you do not pay for support we cannot guarantee to help you if and when you have problems.
7. If you have active Lo-Start subscriptions OR an active support contract you are entitled to all published Alpha Tracker ® software updates.
8. We have the ability to include bespoke modifications within Alpha Tracker ® and you should contact Start Software to discuss your requirements if this is of interest to you.
9. Alpha Tracker ® automates or semi-automates the production of many types of report output. It is the customer’s responsibility to check all outputs from Alpha Tracker ® (including, but not limited to, quotations, order confirmations, asbestos reports, lab certificates, invoices and outputs generated with AI features) for accuracy. If errors are reported to Start Software they will be logged, investigated and (where possible) resolved. Using this software does not mean that all system output will be perfect; it is absolutely essential that all documents produced by the system are checked by the customer before issuing to clients.
10. If requested and agreed, Start Software will ensure that all data on the server (including the SQL Server database files and the Alpha Tracker ® document library) are securely backed up to a cloud backup service. If Start Software have enabled such a backup, Start Software will regularly audit the backups to confirm that the service is running and that documents and data can be retrieved. You can request evidence of the backup service, audits and access to the backed-up data at any time. If Start Software are managing the backups, Start Software are responsible for any Alpha Tracker ® data loss or corruption caused by the failure of hardware or a problem with the backup service.

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11. If Start Software have not confirmed that such a backup service is in place, Start Software will assume that you will be backing up the server (either via the server provider or via another mechanism of your choice). In this situation, should the server fail or should data become corrupt or inaccessible, it will be your responsibility (and not Start Software's) to retrieve backed up data and restore the server. If Start Software are not managing the backups, Start Software are not responsible for any Alpha Tracker ® data loss or corruption caused by the failure of hardware or a problem with the backup service.

12. Start Software will notify you of any unauthorised disclosure of or access to your Alpha Tracker ® data as soon as becoming aware of such a breach. Start Software will also provide support in mitigating and containing any such breaches on servers managed by Start Software. Where servers are not managed by Start Software, Start Software will offer help, as appropriate, to contain the situation.

13. Start Software does not guarantee that Alpha Tracker will operate at an effective speed on all servers. If there is any doubt, the customer should ask for a server specification to be checked before the software installation begins.

14. Start Software will not share data, user IDs, passwords, report templates or other customer-owned information with other Alpha Tracker ® users. However, software suggestions and ideas made by one customer may be shared with others with the customer's permission. This idea-sharing is there for the benefit of all Alpha Tracker ® users.

15. Start Software will keep and maintain a list of suggestions for software improvements. It is Start Software's right to decide which developments have priority and whether a development is completed at all.

16. Alpha Tracker ® is designed to work on a wide variety of PCs, laptops, tablets and smartphones but we cannot guarantee that it will work correctly on your choice of hardware. If there is any doubt, it is the customer's responsibility to check compatibility before purchase.

17. Start Software will take all reasonable measures to ensure compliance with GDPR or any similar and relevant laws and regulations.

18. Alpha Tracker ® includes optional AI features that use automated techniques to assist users (for example, by generating content summaries).

- a) You can enable or disable these features at any time for your entire tenant or, where applicable, for specific user roles.
- b) AI features provide automated assistance only. They do not replace professional judgement. You remain responsible for reviewing and verifying all AI-generated content before relying on it, acting on it or publishing it.
- c) When AI features are used, Alpha Tracker ® may process the prompts and related context to generate the result. We will not use your Customer Data to train or improve any third-party foundation models.
- d) AI processing is performed solely on our own servers located within your region (UK/EU for UK/EEA tenants; Australia for AU/NZ tenants).
- e) As between the parties, you own the AI-generated outputs produced from your prompts and your Customer Data, subject to any third-party rights in underlying models or training data. We claim no rights in such outputs other than those necessary to provide, maintain, or improve the AI features.
- f) You must not use AI features to create, process or distribute unlawful, discriminatory, or infringing content, or to attempt to re-identify anonymised or pseudonymised data. We may suspend or restrict AI features where reasonably necessary to prevent harm or legal risk.
- g) AI features are provided on a reasonable-efforts basis and are excluded from any availability or performance commitments otherwise applicable to the Alpha Tracker ® service.
- h) Suggestions about improving AI features may be shared (in line with our existing ideas-sharing approach) but we will never disclose your confidential Customer Data.