



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 Pty Ltd. 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 5 or fewer users, you can operate Alpha Tracker on a subscription basis under Alpha Tracker’s “Lo-Start” scheme. Once you have more than 5 users, Lo-Start is no longer applicable to your business and you must contact Alpha Tracker Pty Ltd to discuss a more appropriate payment scheme.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, Alpha Tracker Pty Ltd 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. Alpha Tracker Pty Ltd provide a comprehensive support service under the terms of the agreement here <https://www.alpha-tracker.com.au/legal> at a price agreed with Alpha Tracker Pty Ltd. 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 Alpha Tracker Pty Ltd 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 and invoices) for accuracy. If errors are reported to Alpha Tracker Pty Ltd 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, Alpha Tracker Pty Ltd 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 Alpha Tracker Pty Ltd have enabled such a backup, Alpha Tracker Pty Ltd 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 Alpha Tracker Pty Ltd are managing the backups, Alpha Tracker Pty Ltd are responsible for any Alpha Tracker ® data loss or corruption caused by the failure of hardware or a problem with the backup service.



11. If Alpha Tracker Pty Ltd have not confirmed that such a backup service is in place, Alpha Tracker Pty Ltd 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 Alpha Tracker Pty Ltd's) to retrieve backed up data and restore the server. If Alpha Tracker Pty Ltd are not managing the backups, Alpha Tracker Pty Ltd 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. Alpha Tracker Pty Ltd will notify you of any unauthorised disclosure of or access to your Alpha Tracker ® data as soon as becoming aware of such a breach. Alpha Tracker Pty Ltd will also provide support in mitigating and containing any such breaches on servers managed by Alpha Tracker Pty Ltd. Where servers are not managed by Alpha Tracker Pty Ltd, Alpha Tracker Pty Ltd will offer help, as appropriate, to contain the situation.
13. Alpha Tracker Pty Ltd 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. Alpha Tracker Pty Ltd 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. Alpha Tracker Pty Ltd will keep and maintain a list of suggestions for software improvements. It is Alpha Tracker Pty Ltd'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. Alpha Tracker Pty Ltd will take all reasonable measures to ensure compliance with data protection or any similar and relevant laws and regulations.