

ISO 9000 CHECKLIST

Site License Agreement
Rev. (01-10-05)

SITE LICENSE AGREEMENT

Per the ISO 9000 Checklist web site, purchase of this product indicates that you have read and agreed to the terms of this Site License Agreement.

This Site License Agreement (the "**Agreement**") is made _____, 200 ____ (the "**Effective Date**") by and between ISO 9000 Checklist, (a proprietorship) doing business at 3575 South Bascom Ave. # 2, Campbell, California 95008 USA, web address: <http://www.iso9000checklist.com> (the "**Licensor**") and _____ **Customer purchasing product** _____, a _____ (type of business entity) doing business at _____ (the "**Customer**").

This Agreement shall remain effective until terminated under the provisions below (the "**Term**").

Licensor has developed and owns certain proprietary materials and information in connection with understanding and implementing the ISO 9001:2000 standard, and training personnel to audit an ISO 9001:2000 quality management system. Customer desires to obtain a license to use such materials and information. Licensor desires to license such materials and information on the terms and conditions set forth in this Agreement.

In consideration of the foregoing and the mutual covenants set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS.

Capitalized terms shall have the meanings ascribed to them in this Section 1 or as expressly stated elsewhere in this Agreement.

- 1.1 "**Authorized Trainer**" shall mean the single Customer employee at the Designated Site who is authorized by Customer to provide auditor training using the Products.
- 1.2 "**Designated Site**" shall mean Customer's facilities specified on the Order Form.
- 1.3 "**Files**" shall mean the Microsoft Word, Microsoft Excel and Adobe PDF computer file documents contained in the Products.
- 1.4 "**Intellectual Property Rights**" means all copyrights, trademarks, patents, trade secrets and any other intellectual property right.
- 1.5 "**Order Form**" means the documents confirming Customer's Product orders and which are incorporated by reference into this Agreement as Exhibit A. The Order Form executed on the Effective Date of this Agreement shall be the "**Initial Order Form**" and will be effective as of the Effective Date. All subsequent Order Forms will be effective as of the date that the Order Form is executed.
- 1.6 "**Products**" shall mean the products listed in the Order Form or other product(s) ordered.
- 1.7 "**Site License**" shall mean a single site location with up to 400 employees. Licensor will quote the price of a Site License for a location with more than 400 employees and the price for a multiple site license.

2. FEES AND PAYMENT.

- 2.1 Customer shall pay all fees specified in the Initial Order Form within thirty (30) days of the Effective Date. Failure to make timely payment shall terminate the Initial Order Form and the Products listed under the Initial Order Form may only be purchased under a subsequent Order Form at Licensor's then current fees for such Products. **All sales are FINAL.**
- 2.2 Customer shall pay all fees specified in all subsequent Order Forms within thirty (30) days of execution of the applicable Order Form. Failure to make timely payment shall terminate such Order Form and the Products listed under such Order Form may be purchased under a subsequent Order Form at Licensor's then current fees for such Products.
- 2.3 Customer shall pay all fees due in United States dollars by check, money order, bank draft or wire transfer. Customer may pay by credit card (Visa, MasterCard or American Express) when Licensor approves such payment method in connection with each Order Form.
- 2.4 All Product fees specified in an Order Form do not include any taxes, charges or other mandatory payments to government agencies of any kind, whether foreign, federal, state or local, that might be assessed against Customer or Licensor, including without limitation any value-added, sales, use, property and similar taxes, and customs duties, import fees, stamp duties, license fees and similar charges, except for taxes imposed on the net or gross income of Licensor. Customer shall

ISO 9000 CHECKLIST

Site License Agreement
Rev. (01-10-05)

be responsible for paying, in addition to the fees, all such taxes, charges and payments, however designated, that may be validly levied or based upon this Agreement or the Products, except for taxes based on Licensor's net or gross income.

3. SHIPMENT; DELIVERY.

3.1 Upon payment in full by Customer of the applicable fees and charges, Licensor will ship the Product ordered to the Designated Site for each purchase of such Product.

3.2 All shipments of Products shall be governed by Incoterms 2000. Shipment terms will be EXW (Ex works) Licensor's facility at which time risk of loss will pass to Customer. Customer will pay all freight, insurance and all other shipping and handling fees, as well as any special packing expenses, to ship the Products to the Customer.

4. LICENSE GRANT.

Subject to Customer's payment of the applicable fees and charges, and all other provisions of this Agreement, Licensor grants to Customer, during the Term, a limited, personal, perpetual, non-exclusive, non-assignable, non-transferable and non-sublicensable license to the Products under all applicable Intellectual Property Rights, including copyright, to:

4.1 install the Products in electronic form at the Designated Site on:

(a) a hard disk or other storage device of up to the number of computers owned or leased by Customer present at the Designated Site, or

(b) a single file server for use on a single local area network for permanent installation onto a hard disk or other storage device at the Designated Site or use of the Products over such network by authorized Customer personnel solely at the Designated Site;

4.2 make one copy of the Products in electronic form for archival purposes only;

4.3 use the Products (and all permitted copies, except the archival copy) at the Designated Site solely for Customer's internal business purposes of:

(a) quality system management by employees at the Designated Site; and

(b) training Customer employees (who are employed at the Designated Site); such training to be provided by authorized Customer employees at the Designated Site);

4.4 modify the Microsoft Word and Microsoft Excel Files solely to the extent necessary to match the terminology, quality system methods used, and document identification and revision level information methods utilized by Customer in producing its quality management system documentation for quality system, documentation and training programs at the Designated Site;

4.5 use the Product entitled "ISO 9001:2000 Checklist", or a modified version thereof, to perform audits of Customer's suppliers (and Customer may provide one printed copy of such Product, or its modified version, to the supplier organization in advance of the audit);

4.6 transfer Files entitled "Supplier Questionnaire" and "Supplier Corrective Action Request" to Customer's suppliers or potential suppliers to the extent necessary to allow Customer to use the Products as permitted under this Agreement; and

4.7 make the necessary number of printouts or photocopies of the Products or Files (or modified versions thereof) in tangible form to allow Customer to use the Products as permitted under this Agreement;

5. PROPRIETARY INFORMATION; RESTRICTIONS; OBLIGATIONS.

5.1 The Products and Files are proprietary to Licensor and Licensor shall own all Intellectual Property Rights, including copyright, and other proprietary rights and interests in and to the Products and Files and any and all copies, translations, modifications, adaptations and derivative works to such Products and Files, including any improvements or developments thereof. Customer shall have no right in and to the Products or Files under any Intellectual Property Rights, including copyright, or otherwise except as expressly granted under this Agreement and all such rights not expressly granted under this Agreement are reserved by Licensor.

5.2 Customer shall not:

(a) allow the number of employees using the Products and Files to exceed the number of allowed employees specified in the applicable Order Form.

(b) allow anyone access to the Files located in the directory named "Audit Training" of the Products except for the Authorized Trainer (Customer acknowledges that this directory contains files from the Auditor Training Course that must be protected from unauthorized changes);

- (c) use the Products and Files, in whole or in part, except as expressly licensed under this Agreement;
- (d) make any copies of the Products or Files, in whole or in part, except as expressly permitted under this Agreement;
- (e) distribute, assign, lease, sublicense or otherwise transfer the Products or Files, or copies thereof (including modified Files), in whole or in part, to a third party or anywhere other than at the Designated Site;
- (f) use the Products or Files, in whole or in part, to provide any services, including without limitation consulting and training services, to any third parties (including without limitation any Customer affiliates or subsidiary organizations) or anywhere other than at the Designated Site;
- (g) modify, translate or update the Products or Files, in whole or in part, or merge the Products or Files, or copies thereof, in whole or in part, into any other products, works, materials or software, except as expressly permitted under this Agreement;
- (h) allow any third party access to the Products or Files, or copies thereof, except for authorized Customer employees; and
- (i) remove or alter any copyright notice or other proprietary or legal rights notice contained in the Products or Files or in any copies thereof.

5.3 Customer shall:

- (a) keep the Products and Files and all copies thereof at the Designated Site;
- (b) use its best efforts to protect against the use and distribution of the Products and Files, and all copies thereof, by Customer personnel (including without limitation all contractors) in violation of this Agreement;
- (c) immediately advise Licensor of any use or distribution of the Products and Files, or any copies thereof, in violation of this Agreement and provide Licensor with all necessary assistance to prevent any further unauthorized use or distribution of the Products;

5.4 Upon reasonable prior notice from Licensor, Customer shall allow Licensor, or Licensor's agent, access to Customer's premises to verify that Customer is in compliance with the license terms of this Agreement.

5.5 Customer acknowledges and agrees that Licensor has, and will have, a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, assignable and transferable license to all modifications developed by Customer as permitted under this Agreement and suggestions, comments, ideas, information, or other feedback provided by Customer in connection with the Products or Files (collectively, "**Modifications and Feedback**"), including all Intellectual Property Rights and other proprietary rights incorporated therein or embodied thereby, to make, use, reproduce, modify, adapt, create derivative works based on, translate, distribute (directly or indirectly), transmit, display, perform publicly, license, rent, lease and sell such Modifications and Feedback, and to sublicense any of the foregoing rights, including the right to sublicense such rights to further third parties.

5.6 Customer acknowledges and agrees that any breach by Customer of any provisions of this Section 5 may cause Licensor irreparable harm, the amount of which may be difficult to ascertain and which monetary damages may be an insufficient remedy to Licensor for such harm. Therefore, Licensor shall be entitled to injunctive or other equitable relief to enforce the provisions of this Section 5 without having to post bond. Such right to Licensor shall be in addition to the remedies otherwise available to Licensor under law or equity.

6. TERMINATION

6.1 Customer may terminate this Agreement by destroying or returning to Licensor all of the Products and copies thereof (including all Files and modified versions of Files), in all forms, and by providing Licensor with written certification of such destruction or return of the Products.

6.2 Licensor may terminate this Agreement upon written notice to Customer in the event of:

- (a) Customer's material breach of Section 5.2 or 5.3;
- (b) Customer's material breach of any provision of this Agreement, which Customer has not cured within thirty days following Licensor's notification of Customer of such breach (it being acknowledged and understood by Customer that any failure to pay the full amount of any fees due under this Agreement shall constitute a material breach); or
- (c) Customer becoming insolvent, making a general assignment for the benefit of creditors, filing a voluntary petition for bankruptcy, suffering or permitting the appointment of a receiver for its

business or assets, becoming subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign, that has not been dismissed within sixty days, or having wound up or liquidated, voluntarily or otherwise.

6.3 Upon termination of this Agreement by Licensor, Customer shall immediately destroy or return to Licensor all of the Products and copies thereof (including all modified versions of Files), in all forms, and provide Licensor with written certification of such destruction or return of the Products.

7. WARRANTY.

7.1 Licensor warrants that media in which the Products are provided are, at the time of shipment, free from defects in materials and workmanship under normal use and Licensor, as its sole liability and Customer's exclusive remedy for breach of this warranty, will replace any defective media at Licensor's expense.

7.2 EXCEPT FOR THE EXPRESS WARRANTY PROVIDED UNDER SECTION 7.1, LICENSOR IS PROVIDING THE PRODUCTS AND FILES TO CUSTOMER "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE. LICENSOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS OR FILES, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER OR THAT THE PRODUCTS ARE NON-INFRINGEMENT. LICENSOR IS FURNISHING THE ABOVE SECTION 7.1 WARRANTY IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. INDEMNIFICATION.

Customer shall defend, at its sole expense, and indemnify and hold harmless Licensor from and against any and all actions, causes of action, claims, demands, costs, expenses (including reasonable attorneys' fees), liabilities, damages, and judgments and settlements of any kind made by a third party against Licensor, whether under tort, contract, warranty or any other theory of liability, arising out of Customer's use or modifications of the Products or Files, or related to the modified versions of the Products or Files.

9. LIMITATION OF LIABILITY.

9.1 IN NO EVENT SHALL LICENSOR BE LIABLE TO CUSTOMER, WHETHER UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE, FOR:

(a) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE USE OF THE PRODUCTS, INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, SUBSTITUTE PROCUREMENT, AND CLAIMS AGAINST CUSTOMER MADE BY ANY THIRD PERSON, WHETHER SUCH DAMAGES ARE FORESEEABLE OR UNFORESEEABLE AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(b) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY LICENSOR TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND LICENSOR'S REASONABLE CONTROL; OR

(c) CLAIMS MADE SUBJECT TO A LEGAL PROCEEDING AGAINST LICENSOR MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

9.2 IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO LICENSOR IN CONNECTION WITH THE ACTUAL PRODUCT GIVING RISE TO THE LIABILITY.

9.3 Customer acknowledges and agrees that it shall use the Products at its own risk in compliance with the license provisions of this Agreement. Therefore, Licensor shall only be liable to Customer for claims in connection with Licensor's breach of its obligations under Section 3 or Section 4 and Customer hereby irrevocably waives, releases and discharges any and all other actions, causes of action, claims, demands, suits, liabilities, damages, costs or expenses that Customer may have against Licensor under this Agreement (including without limitation negligence), except for

ISO 9000 CHECKLIST

any claims of fraud or intentional misconduct by Licensor.

10. MISCELLANEOUS PROVISIONS.

- 10.1 Notices.** All notices provided by one party to the other shall be sent to the receiving party's address listed above in writing and will be deemed to be given on the date delivered in person, or upon date of receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested.
- 10.2 Assignment.** Customer may not assign or otherwise transfer this Agreement, or any interests, rights or obligations under this Agreement, by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of Licensor. Any attempt by Customer to assign this Agreement, or any part thereof, without the required Licensor consent shall be void and of no effect. This Agreement shall be binding upon, and inure to the benefit of, any permitted successors or assigns.
- 10.3 Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California except as to its principals of conflicts of laws and the parties irrevocably submit to the exclusive jurisdiction and venue of the State and Federal courts of Santa Clara County, California to resolve any disputes arising under and related to this Agreement.
- 10.4 Force Majeure.** Licensor shall not be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by any circumstance or event beyond Licensor's reasonable control.
- 10.5 Severability.** If any of the provisions of this Agreement shall be held to be invalid or unenforceable under law or otherwise, such provisions shall be enforced to the extent still permitted, or if completely invalid or unenforceable, struck entirely from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
- 10.6 Waiver.** No waiver of breach or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.
- 10.7 Attorneys' Fees.** In any suit, arbitration, mediation or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including without limitation reasonable attorneys' fees.
- 10.8 Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding any purchase orders or like documents and all previous or contemporaneous agreements, statements and understandings, whether oral or written, pertaining to such subject matter. This Agreement may only be modified by a written instrument signed by both parties.
- 10.9 Surviving Sections.** The provisions of Sections 2, 5.1, 5.4, 5.5, 5.6, 6.3, 8, 9 and 10 shall survive termination or expiration of this Agreement.
- 10.10 Counterparts; Headings.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on both parties even though both parties do not sign the same counterpart. The headings of this Agreement are provided for convenience only and shall not be used in construing its meaning.

The parties have executed this Agreement as of the Effective Date set forth above:

ISO 9000 CHECKLIST

[CUSTOMER]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ISO 9000 CHECKLIST

Site License Agreement
Rev. (01-10-05)

EXHIBIT A ORDER FORM

A. Initial Order

This is a Site License for a Single Site Location with up to 400 employees. The Price of a Site License for a location with more than 400 employees and the price for a Multiple Site License are provided by quote.

Designated Site (List only one)	Your Site Location
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Authorized Trainer (List only one)	
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Product	Product Selection by Customer - Initializing	Fee quoted to Customer by Licensor
1. ISO 9001:2000 Requirements Explained - An Adobe PDF File for Use on a Network System (CD only - One copy) CD delivery by mail to Customer site address	_____	(US dollars)
2. ISO 9001:2000 Requirements Explained - An Adobe PDF File for Use on a Network System (CD and Printout Version – One copy each) <i>Includes:</i> <input type="checkbox"/> (a) Manual 1 - Requirements Explained (in Adobe format) plus printout in manual <input type="checkbox"/> (b) Manual 2 - Exhibits (in Adobe format and standard Excel or Word formats) plus printout in manual Delivery by mail to Customer site address	_____	(US dollars)
3. ISO 9001:2000 Auditor Training Course and Forms (CD and Written Version – One copy each) <i>Includes:</i> <input type="checkbox"/> (a) Manual 1 - Requirements Explained (1 printed copy in a 3-ring binder plus file in Adobe PDF format) <input type="checkbox"/> (b) Manual 2 - Exhibits (1 printed copy in a 3-ring binder, plus files in Adobe PDF format and in standard Excel or Word formats) <input type="checkbox"/> (c) Auditor Manual (1 printed copy in a 3-ring binder plus files in Word and Excel format) <input type="checkbox"/> (d) Trainer Manual (1 printed copy in a 3-ring binder plus files in Word format) <input type="checkbox"/> (e) ISO 9001:2000 Checklist (included in Auditor Manual) Delivery by mail to Customer site address	_____	(US dollars)
Site License Sub-Total		
Additional Taxes, Shipping and Handling, and Fees		
California State Sales Tax (applies to California Customers only) Sales Tax @ _____ % County Name: _____		
UPS service and price Example: UPS 2nd Day Air	Service:	Price:
All sales are FINAL. Total price due (in US dollars):		

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