

# Clinical Package Validator Software Licence Terms and Conditions

---

## Copyright notice for Clinical Package Validator and this Licence

Copyright 2020 Australian Digital Health Agency ABN 84 425 496 912 (**Agency**).

## Licence Terms

---

### 1. Defined Terms

In this Licence:

**Clinical Package Validator** means the software, technical specifications, documentation or other Agency content relating to Agency's Clinical Package Validator which operates with the Agency's Information Quality Rules and My Health Record template packages to automate some of the tests needed to assess conformance of clinical documents and clinical packages with My Health Record System Operator requirements.

**Software Application** means a software application or web service developed by You.

---

### 2. Licence

Subject to all the terms of this Licence, Agency grants **You** (meaning the individual or entity exercising the rights granted under this Licence) a world-wide, royalty-free, non-exclusive, non-transferable, revocable licence to use and copy the Clinical Package Validator solely for Your internal purpose of developing and testing Your Software Applications.

Agency may, without limitation, make the Clinical Package Validator available to you by making them generally available on an Agency web site and revise the Clinical Package Validator during the term of this Licence from time to time. It remains Your sole responsibility to check that You are using the most current version of Clinical Package Validator released by Agency together with the most current versions of the Information Quality Rules and My Health Record template packages licensed by the Agency.

For avoidance of doubt, the licences granted in this clause explicitly exclude any right to publish, distribute, sub-license or transfer the Clinical Package Validator or any rights under this Licence to any third party. All rights not specifically granted in this Licence are reserved to Agency.

This Licence is granted without a fixed term but is subject to termination by Agency for any breach or non-compliance by You with any term or condition of this Licence or in event that You become unable to pay your debts as they fall due or suffer any other act of insolvency in any jurisdiction.

---

### 3. Disclaimer of warranties and limitation of liability

Agency provides the Clinical Package Validator "as is" without any representation or warranty of any kind whether express, implied, statutory, or otherwise. This includes, without limitation, warranties of title, merchantability, any fitness for any disclosed purpose, non-infringement, absence of latent or other defects, accuracy or the absence of errors, whether or not known or discoverable.

The Agency provides the Clinical Package Validator solely for use in a test environment and must not be used in a live clinical or production environment.

You acknowledge that the Clinical Package Validator individually or the combination of the Clinical Package Validator, the Information Quality Rules and My Health Record template packages does not test against all conformance requirements. Test results from these tools must not be relied upon to determine software conformity. You must run additional tests on Your Software Applications before declaring software conformance to the My Health Record System Operator.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL AGENCY BE LIABLE TO YOU (WHETHER IN CONTRACT, NEGLIGENCE OR UNDER ANY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW, OR BREACH OF ANY STATUTORY DUTY OR OTHERWISE) FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF THIS LICENCE OR USE OF THE CLINICAL PACKAGE VALIDATOR, EVEN IF YOU OR AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES, OR DAMAGES.

The above disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability. Where and to the extent that the above disclaimers of warranties or exclusions or limitations of liability are not allowed in whole or in part, the above disclaimers of warranties and exclusions of liability may not apply to You, in which case the liability of AGENCY is limited to one or more of the following at its option: (a) the replacement of the Clinical Package Validator or the re-supply thereof or of equivalent materials; (b) the repair of the Clinical Package Validator; (c) the payment of the cost of replacing the Clinical Package Validator or of acquiring equivalent materials; or the payment of the cost of having the Clinical Package Validator repaired; or (d) the supplying of the Clinical Package Validator and/or any associated services again; or the payment of the cost of having such Clinical Package Validator or services supplied again.

---

#### **4. Law**

This Licence and any question over its formation, interpretation, execution or termination are subject to the laws of the State of New South Wales. Any disputes in connection therewith shall be subject to the non-exclusive jurisdiction of the Australian Courts located in the state of New South Wales and the courts of appeal from them.