

IMS Form 01

IMS Conformance Registration Agreement

This Registration Agreement is made by and between _____ (“Vendor”) and Wisconsin Testing Organization (“Evaluation Organization”), for good and valuable consideration, and on the following terms:

Product Submitted for Evaluation:

Product Name: _____

Version/Release Number: _____

1. Evaluation Organization shall perform IMS conformance evaluation of the Product specified above using IMS approved criteria. If there is a name change of the above listed product following submission for evaluation, there will be an additional charge of US\$100. Contact Evaluation Organization for details.
2. Vendor agrees to pay Evaluation Organization a minimum fee of US\$500 for the purpose of enabling the Evaluation Organization to evaluate and determine the level of IMS conformance of the Product. The minimum fee is an estimate and the Vendor will be notified if the amount is to be exceeded in order to determine the Vendor’s preferred course of action. Evaluation Organization retains sole discretion as to the method and location of the conformance evaluation. The Evaluation Organization will invoice the Vendor at completion of evaluation which shall include all time and materials required to perform evaluation. Vendor shall remit payment to Evaluation Organization within 30 days of receiving the invoice.
3. By submitting the Product to Evaluation Organization, Vendor represents and warrants to Evaluation Organization that Vendor (i) owns the product or has all licenses necessary provide Vendor the legal authority to submit the Product for evaluation; (ii) Vendor will not market, promote, advertise or otherwise represent to third parties that the Product is IMS-conformant except in accord with the terms and conditions of this agreement; and (iii) although the Product may or may not result in a positive evaluation hereunder, Vendor reasonably believes the Product potentially may be IMS-conformant and Vendor has taken steps to make the Product conform to IMS Specifications.
4. At completion of verification, Evaluation Organization shall return the Product to Vendor and furnish Vendor a report indicating the results. All results shall remain confidential unless Evaluation Organization is otherwise authorized to release the information.
5. Successful evaluation results for the product submitted constitute AS IS conformance with IMS Specifications using the designated criteria. No guarantee of performance or compatibility with other products is implied or intended. Conformance evaluation is performed using IMS criteria developed by IMS or others and does not constitute

or imply endorsement or assurance by IMS or others of product utility, quality or reliability in use or technical accuracy of content. It is the sole responsibility of organizations purchasing any training product to verify that the desired functionality is present and that the product is free from defects.

6. If Vendor disagrees with the evaluation results for any reason, it shall notify Evaluation Organization within 30 days of receiving the results. Vendor's notification must state clearly and concisely the reasons for the disagreement, including any suspected defects in the evaluation criteria or methodology. The notification must also verify that Vendor has made available all of the information needed for Evaluation Organization to properly run the Product submitted for evaluation. After duly considering the Vendor's notification, Evaluation Organization may, in its sole discretion, re-evaluate the Product taking into consideration the information submitted in Vendor's notification. Evaluation Organization may, in its sole discretion, provide re-evaluation at the standard rate outlined in section 2 of this agreement.
7. Vendor acknowledges that, to the maximum extent permitted by applicable law, in no event shall the Wisconsin Testing Organization, any IMS-designated Evaluation Organization or their respective parent organizations, subsidiaries, officers, agents and employees, be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the work performed under this Registration Agreement.
8. Notwithstanding any damages that vendor might incur for any reason whatsoever (including all damages referenced above and all direct or general damages), the entire liability of the Wisconsin Testing Organization, any IMS-designated Evaluation Organization and their respective parent organizations, subsidiaries, officers, agents and employees under any provision of this Agreement, vendor's exclusive remedy for all of the foregoing shall be limited to the remedies provided for in paragraph 7 of this Registration Agreement.
9. Vendor, for itself, its successors, officers, agents, and employees, in consideration for the work performed under this Registration Agreement, does hereby agree to indemnify and hold harmless the Wisconsin Testing Organization, its parent organizations, subsidiaries, officers, agents and employees, from any and all suits, actions claims, costs, causes of action or demands, known or unknown, whether in law or in equity, including attorney's fees, arising out of the work performed under this Registration Agreement. This indemnification shall be limited only inasmuch as a court of competent jurisdiction rules that the actions of the parties named above during the performance of work under this Registration Agreement constitutes willful misconduct or gross negligence.

10. The construction and meaning of the terms or this Registration Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, and any dispute relating hereto shall be brought in an appropriate court in the Western District of Wisconsin, and both parties hereby expressly consent to the jurisdiction of such court with respect to any proceeding brought pursuant to this Registration Agreement.
11. This Registration Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation, or amendment of any term or condition of this agreement shall be effective only if signed by authorized representatives of both parties hereto, provided that in the event a provision of this Registration Agreement is held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

For Evaluation Organization:

By: _____
(Print name) _____
Title: _____
Date: _____

For Vendor:

By: _____
(Print name) _____
Title: _____
Date: _____