

**CATS - Conveyancing & Trust Account System
Application Form**

Applicant	Contact Person
CompanyABN.....	Name
Business Name:	Mobile Phone
Address:	Preferred installation date / /
Office Phone:	Cost per month (inc GST)
Email:	Base Price (Single User) \$97.35
CURRENT SYSTEM CONFIGURATION	2 users \$111.65
Do you run a Local Area Network? Yes <input type="checkbox"/> No <input type="checkbox"/>	3 users \$130.35
If yes, does it include a dedicated server? Yes <input type="checkbox"/> No <input type="checkbox"/>	4 users \$148.80
Current Operating System: Windows 7 <input type="checkbox"/> Windows 10 <input type="checkbox"/>	5 users \$167.13
Number of workstations on which CATS is to be installed	Then \$22.00 per month per additional user
	Preferred payment method
	Annually <input type="checkbox"/> / Quarterly <input type="checkbox"/>
	YOUR IT CONSULTANT
	Name
	Mobile
	Email
MINIMUM SYSTEM REQUIREMENTS	
Operating System – Windows 7 or upwards	
Ancillary Software - Microsoft Office 2003 or later.	
Laser or Ink Jet printer(s). <u>Dot matrix</u> printers are not compatible with CATS	
At least 4 gigabytes of RAM is recommended	
LOOSE LEAF CHEQUES	
Do you want CATS to print your cheques? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, would you like us to arrange someone to contact you to design your cheques? Yes <input type="checkbox"/> No <input type="checkbox"/>	
I/We the person(s)/entity above named ('User') confirm the order for the installation of the CATS Software subject to the terms and conditions set out in the Licence from Nickel It Systems Pty Ltd ABN 50 125 322 358 ('Licensor') of P O Box 87 Greenacres SA 5086 as set on the reverse of this Application which I have read and understood.	
Signed	

USER LICENCE

1. GRANT:

The Licensor grants to the User who accepts a non-exclusive, personal, non-assignable licence ("the Licence") to

1.1 use the Licensor's CATS Software, a programme which provides amongst other things document production and management, statistical reporting and Trust Accounting ("the Software"), which expression includes any associated media and any information (in writing or in electronic format) at any time provided by the Licensor for use with another component of the Software) on the terms in this Agreement;

1.2 internally display such downloaded data.

2. ANCILLARY SERVICES

The Licensor is obliged to provide at no further cost:

2.1 free telephone support for the Software between the hours of 8.00am and 6.00pm CST Monday to Friday (excluding public holidays in South Australia);

2.2 an initial login name and password

2.3 any upgrades to the Software.

3. LICENCE FEE

3.1 Initial Fee

In consideration of the grant of the Licence, the User must pay the fee set out on the reverse of this form ("the Initial Fee") to the Licensor. The Initial Fee covers the use of the Software on the number of computers listed, for a period of 12 calendar months commencing on the date of installation of the Software ("the Commencement Date"). The Initial Fee is not refundable.

3.2 Renewal Fee

The User may extend the Licence granted under this Agreement for further periods of 12 calendar months each commencing on the anniversary of the Commencement Date ("the Anniversary Date"). Prior to the Anniversary Date, the User must pay the Renewal Fee published on the CATS website effective from 1 January of the year of the Anniversary Date.

Any fee paid under this Clause ("Renewal Fee") must be paid before the Anniversary Date.

4. CALLOUT FEE

If the Licensor is required to attend the premise of the User for any reason other than a fault caused by the Software, the User must pay the Callout Fee as published on the CATS website from time to time. The Licensor reserves the right to vary the Callout Fee during the term of this Agreement.

5. TERM

The Licence is for a term of 12 calendar months, beginning on the Commencement Date. The Licence is subject to early termination by the Licensor should the User breach this Agreement

6. TITLE

Software Title

The Software is copyright of the Licensor or third party suppliers as the case may be. The Licence does not confer on the User any ownership or security interest in the Software.

The User may not modify or remove any copyright notice that may be in or on the Software.

Unless permitted by law or as otherwise expressly

permitted in this Agreement, the User must not, nor may the User authorise any third person to:

6.1 reproduce, copy, download, scrape, store, publish, transmit, transfer, communicate, distribute, disseminate, sell, rent, lend or otherwise use the publications or the service, or any part of the publications or service, in any form or by any means;

6.2 modify or make any alterations, additions or amendments to any part of the copyright publications downloaded from the service;

6.3 make the service available to any person other than an authorised user;

6.4 convert material from the software into an electronic format other than the one in which it was supplied;

6.5 reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the service or reproduce all or any portion of the said components;

6.6 remove, alter, circumvent or tamper with any trademarks, copyright notices, copyright protection devices, disclaimers or other legal notices;

6.7 combine the whole or any part of the data available on the service with any other software, data or material; or

7. TEMPLATE DOCUMENTS

The parties acknowledge that certain of the template documents accessible using the Software are copyright of the Nickel IT Systems.

8. RESPONSIBILITIES OF THE USER

It is the responsibility of the User to verify the accuracy of any results obtained by the use of the Software and to engage the services of a professional for such purpose if it is considered appropriate.

9. WARRANTY

The Licensor warrants that, to the best of its knowledge, the Licence does not infringe the rights of any third party. The Licensor also warrants that the Software as delivered will, for 90 days after delivery, perform substantially in conformity with any written materials the Licensor provided with the Software. The Licensor's liability for breach of warranty is limited to (at the Licensor's election) supplying the Software again or a refund of the Licence fee paid by the User. Any replacement Software will be warranted for the remainder of the original warranty period. Subject to applicable laws, in no case is the Licensor liable for any special, incidental, indirect, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss or corruption of data or any other pecuniary loss) caused by the use of or inability to use the Software.

10. INDEMNITY

The User indemnifies the Licensor from any loss or damage suffered by the User or any third party caused by the use or inability to use the Software except to the extent covered by the warranty as above.

11. GOVERNING LAW

The laws in South Australia govern this Agreement and the parties submit to the jurisdiction of the Courts of that State.