



SmartFees® CCMS Purchase Forms

For a single service licence

**Please complete all forms and fax to Abdat Computer Systems
on:**

Fax: 03 9509 9166

54 Claremont Avenue Malvern VIC 3144

Ph: 03 9509 5022

Fax: 03 9509 9166

Website: www.smartfees.com.au

Email: support@abdat.com.au

Abdat Computer Systems Pty Ltd



SmartFees® CCMS Registration Details

Please fill in the following information:

Licensee: _____

Service name: _____

(SmartFees CCMS Activation key is issued in this name)

Service type (i.e. LDC, OSHC) _____

Care types (if OSHC, i.e BSC, ASC, VAC) _____

Service CCB Approval ID: _____

Service CCMS transition date (if applicable): _____

Service address: _____

Contact name: _____

Phone number: _____ Fax number: _____

Email address: _____

Referred by:

Service name:	
Contact name:	

DEEWR letters- have you received your 2 DEEWR letters containing your CCB approval ID/s, CCMS usernames and CCMS password? If so, please fax them through to 03 9509 9166 along with this completed registration form. If you have not yet received these, please contact the CCMS helpdesk.

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SmartFees® CCMS Order and Payment Form

Please fill out your payment details:

Qty	Item	Cost (incl.gst)	Total
	SmartFees CCMS Single Service Licence (includes software and first year's Annual Licence Fee)	@ \$1990.00	

Price valid until 30 September 2009

Payment Options

<input type="checkbox"/> Cheque enclosed (payable to ABDAT Computer Systems Pty Ltd)
<input type="checkbox"/> Direct Deposit to ABDAT Computer Systems Pty Ltd- BSB: 013-350 A/c: 3009 18016
<input type="checkbox"/> Credit card <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard
Cardholder's name: Expiry Date :/.....
Signature: Amount: \$

A tax invoice/receipt for your payment will be issued once payment is received.

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SmartFees® CCMS Licence Agreement

SOFTWARE LICENCE AGREEMENT ("Agreement")

WARNING: PERMISSION TO USE THE "SMARTFEES" SOFTWARE IS CONDITIONAL UPON THE COMPANY, PERSON OR OTHER ENTITY NAMED ON THE ORDER FORM AS THE LICENSEE ("LICENSEE") AGREEING TO THE TERMS SET OUT BELOW. ACCEPTANCE SHALL BIND THE LICENSEE AND ALL EMPLOYEES OF THE LICENSEE TO THE TERMS OF THE LICENCE CONTAINED IN THIS AGREEMENT. IF THE LICENSEE ACCEPTS THE FOLLOWING TERMS THE ORDER FORM SHOULD BE SIGNED AND RETURNED TO ABDAT COMPUTER SYSTEMS PTY LTD ACN 007 038 431 ("ABDAT") WITH PAYMENT OF THE LICENCE FEE. IF THE ORDER FORM IS RETURNED UNSIGNED, THE LICENSEE WILL BE DEEMED NOT TO HAVE ACCEPTED THE TERMS OF THE LICENCE AND ANY LICENCE FEE PAID WILL BE REFUNDED.

1. In this Agreement:

- 1.1 "Product" means the "SmartFees" software;
- 1.2 "Documentation" means the user manual supplied with the Product;
- 1.3 "Agreement" means this agreement and includes the attached order form.

2. Licence

- Abdat grants to the Licensee a non-exclusive licence for the Term to:
- 2.1 use the number of copies of the Product specified on the order form;
 - 2.2 use the Product in relation to the number of companies specified on the order form; and
 - 2.3 install the Product on either a Local Area Network ("LAN") or Wide Area Network ("WAN") in accordance with the number of users and/or companies specified on the order form

3. Copyright

- 3.1 The Licensee acknowledges that the Product and the Documentation are the subject of copyright, ownership of which vests in Abdat, and the Licensee shall not during the Initial Term, any Further Terms, or at any time after the expiry or termination of this Agreement do or authorise the doing of any act which infringes that copyright.
- 3.2 The Documentation may not be reproduced under any circumstances. Additional copies of the Documentation may be acquired from Abdat.

4. Licensee's Obligations

- 4.1 The Licensee undertakes the following obligations:
 - (i) to use and to control and supervise the use of the Product or any part of it strictly in accordance with the provisions of this Agreement;
 - (ii) to not reverse engineer, decompile, translate, adapt, vary or modify the Product;
 - (iii) to not copy or reproduce the Product or any part of it, except as expressly authorised by this Agreement;
 - (iv) to ensure that the Product is used only by the employees of the Licensee and that the Product or any part of it is not made available in any form to any other person without the prior written consent of Abdat;

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- (v) to ensure that its employees who have authorised access to the Product or any part of it are made aware of the terms of this Agreement; and
- 4.2 The Licensee acknowledges that reproduction by any means of any part of the Product for distribution or supply to users other than as specified on the order form is a breach of this Agreement.
- 4.3 The Licensee must apply whatever virus protection measures it considers appropriate and acknowledges that Abdat will not be responsible for any damage or loss caused by any virus in the Product.
- 4.4 The Licensee acknowledges that the data contained in the Product cannot be guaranteed error free and further acknowledges that the existence of any such errors shall not constitute a breach of this licence.
- 5. Licensee's Indemnities**
- 5.1 The Licensee indemnifies Abdat fully against all liabilities, costs and expenses incurred by Abdat as a result of any breach of this Agreement by the Licensee.
- 5.2 The Licensee indemnifies Abdat against any damage, including consequential damage, suffered by the Licensee or any other party as a result of use of the Product by the Licensee.
- 6. Termination of Licence**
- 6.1 The licence granted by this Agreement may be terminated by Abdat in the following circumstances:
- (i) if Abdat suspects that the Licensee is in breach of any term of this Agreement;
 - (ii) if the Licensee, being a corporation, becomes the subject of insolvency proceedings; or
 - (iii) if the Licensee, being a firm or partnership, is dissolved.
- 6.2 If this Agreement is terminated by Abdat under clause 6.1, the Licensee shall destroy any remaining copies of the Product, return them to Abdat or dispose of them as directed by Abdat and shall delete and remove from its computer system all files created by the Product.
- 6.3 Termination pursuant to this clause shall not affect any rights or remedies which Abdat may have otherwise under this licence or at law, and the Licensee acknowledges that the indemnities given by it in clauses 5.1 and 5.2 shall survive the termination of this Agreement.
- 7. Miscellaneous**
- 7.1 Notwithstanding clauses 4.3 and 4.4, Abdat warrants that it shall use its best endeavours to ensure that the Product is free from defects in manufacture and that it will in all material respects perform in accordance with the Documentation.
- 7.2 Abdat will replace any defective Product at no charge, subject to notification of the said defect within 14 days of receipt of the defective Product by the Licensee from Abdat.
- 8. Limitation**
- 8.1 The Licensee acknowledges that it has exercised its independent judgement in acquiring the Product and has not relied on any representation made by Abdat or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Abdat which has not been stated expressly in this Agreement.
- 8.2 In the event that any statute implies terms into this Agreement which cannot be lawfully excluded, such terms will apply to this Agreement, save that the liability of Abdat for breach of any such implied term will be limited, at the option of Abdat, to any one or more of the following:
- (i) the replacement of the Product;
 - (ii) the repair of such product; or

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- (iii) the payment of the cost of replacing the Product.
- 8.3 Except as provided in clauses 7.1 and 8.2, all express or implied conditions or warranties, statutory or otherwise, in respect of the Product are expressly negated and excluded. In particular, but without limiting the generality of this sub-clause 8.3, Abdat does not warrant that the Product is fit for any purpose, irrespective of whether any purpose is communicated to Abdat.
- 8.4 The Licensee acknowledges that once the software has been issued, no refunds of the license fee will be given.
- 8.5 The Licensee acknowledges that on-going use of the software is conditional upon payment of an annual licence fee. Such fee covers helpdesk support for the functional use of the product and the provision of upgrades to the software.
- 8.6 To the extent that any statute provides a remedy to the Licensee in relation to the Licensee's use of data contained on the Product, such right is expressly preserved, save that any such right shall be limited to the extent permitted by such statute.
- 9. Assignment**
The benefit of this Agreement shall not be dealt with in any way by the Licensee (whether by assignment, sub-licensing or otherwise) without the written consent of Abdat.
- 10. Waiver**
Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed or deemed to be a waiver of that party's rights under this licence.
- 11. Governing Law**
This Agreement shall be governed by and construed according to the laws of the State of Victoria and the Commonwealth of Australia.
- 12. Severability**
In the event of the invalidity of any part or provision of this Agreement, such invalidity shall not affect the enforceability of any other part or provision of this Agreement.

I acknowledge and accept the terms and conditions of the SmartFees CCMS licence agreement

Name: _____

Signature: _____

Date: _____

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