



Customer Details

Name

Company or individual

Address

Contact Person

Contact Phone

Contact Email

Product Required	Purchase Details	Cost (Incl. GST)	Buy *	Cost
Continuous monitoring ( Version 9.2 )	Update from Version 9	AU\$110.00	<input type="checkbox"/>	\$0.00
	Update from Version 8	AU\$165.00	<input type="checkbox"/>	\$0.00
	New Version 9.2	AU\$214.50	<input type="checkbox"/>	\$0.00
Groundwater Works ( Version 3.1)	Update from Version 2.1	AU\$110.00	<input type="checkbox"/>	\$0.00
	Update from Version 1	AU\$165.00	<input type="checkbox"/>	\$0.00
	New	AU\$214.50	<input type="checkbox"/>	\$0.00

**Total cost**

\* Please check the Products you wish to purchase and press the **Tab** key

Payment

Once the application is received the DVD/CD will be sent to you followed by an invoice within approximately 2 weeks. If invoice payment is by mail it must be in the form of a cheque. No cash or credit cards will be accepted. Cheques should be made payable to: *NSW Office of Water*.

Fax to:

PINNEENA Sales  
Fax: 02 9895 7756

Telephone enquiries to:

Tel: 02 9895 6128

Send via mail to:

PINNEENA Sales  
NSW Office of Water  
PO Box 3720  
Parramatta NSW 2124  
AUSTRALIA



**WATER ADMINISTRATION MINISTERIAL CORPORATION**

10 Valentine Avenue, Parramatta 2124, Australia

**“PINNEENA CM/GW ”  
CD/ DVD WATER DATA AND SYSTEMS AGREEMENT**

**Customer Name**

**Company**

**Address**

If Customer executes this Agreement, Water Administration Ministerial Corporation ('Ministerial Corporation') grants to Customer, and Customer accepts, on the terms and conditions as set forth on the following page, the right to use and receive support for the following Ministerial Corporation Systems (consisting of data, computer programs and associated documentation hereinafter collectively and individually referred to as the 'System'):

<b>System</b>	<b>Version</b>	<b>Location of Use</b>	<b>No. Users</b>
Pinneena CM	9.2		
Pinneena GW	3.1		

**Customer**

Name Signed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Ministerial Corporation**

Name Signed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Terms and Conditions

### 1. SUPPORT

If requested, Ministerial Corporation shall provide Customer with the following support:

To ensure that the System has been properly entered in Customer's program library and functions in accordance with the documentation delivered by Ministerial Corporation, Ministerial Corporation shall provide personnel to assist Customer with the installation and implementation of the System at Customer's computer facility location. Customer shall pay Ministerial Corporation for all services at Ministerial Corporation's hourly rates then in effect, Customer shall reimburse Ministerial Corporation for all reasonable travel and living expenses incurred by Ministerial Corporation in rendering all services. The support described herein shall cease upon the happening of any one of the following events:

- (a) A new version of the System is brought out;
- (b) The Ministerial Corporation advises the Customer in writing that it has ceased producing the System;
- (c) The Ministerial Corporation cease to be a licensed HYDSYS/TS user (For CM only).

### 2. PAYMENT

Upon execution of this Agreement, Ministerial Corporation shall invoice Customer for the total license fee and Customer shall pay said invoice within ten (10) days after its date. The license fee and all other amounts mentioned in this Agreement are in Australian Dollars and do not include any taxes, duties, and similar assessments all of which shall be paid by Customer. Any amount payable to Ministerial Corporation pursuant to this Agreement and not paid within thirty (30) days after invoice date shall bear interest at the rate of 1.5% per month, or the maximum legal rate if less. All costs of collection, including reasonable legal fees, shall be paid by Customer.

### 3. USE

Customer acknowledges that the data/information contained on the System is the property of the Ministerial Corporation. In any intellectual property produced by Customer which is derived from the use of the data/information Customer shall acknowledge its use of that data/information. Customer acknowledges that the System may contain errors and omissions and agrees, as a fundamental condition of this Agreement, that it will use the System at its sole risk.

Customer shall have a non-transferable and non-exclusive license to use the System from the date of this Agreement. There shall be no other use of the System. Customer shall use the System initially at the computer facility designated on the reverse side. Customer may move the use of the System to another of Customer's facilities but for the licence fee indicated on the reverse side, Customer shall use the System at only one of Customer's facilities. Facility shall be taken to mean the equipment located at the address indicated on the reverse side. Save as aforesaid Customer is not licensed to use the System. For the purpose of this Agreement, a User is each successful attempt to sign onto and use the System and Users is the total number of such sign-ons at any one point in time. Each window in a terminal device capable of operating more than one task at a time through simultaneous multiple windows is counted as one User, if it is using any part of the System. Customer agrees that where it is licensed to use the System on more than one computer (other than for backup purposes) it shall not exceed total over such computers, the total number of Users for which it is licensed.

### 4. WARRANTY

In the event that this Agreement constitutes a supply of goods or services to a customer as defined in the Trade Practices Act, 1974, as amended, or relevant State Legislation ('The Acts') nothing contained in this agreement excludes, restricts or modifies (in relation to this Agreement and the goods and services to be supplied hereunder) any condition warranty right or remedy which pursuant to the Acts is applicable or is conferred on Customer or any third party where to do so is unlawful in which event Ministerial Corporation's liability for such breach including any consequential loss which Customer or any licensee may sustain or incur shall be limited (except to the extent specifically set forth herein) to:

- (a) replacement of the goods or the supply of equivalent goods or payment of the cost of replacing the goods or acquiring equivalent goods;
- (b) repair of the goods or payment of the cost of having the goods repaired;
- (c) supplying of the services again; or
- (d) payment of the cost of having the services supplied again

as Ministerial Corporation may select. This warranty will expire upon the production of the next version of the System.

### 5. PROPERTY RIGHTS

Ministerial Corporation warrants that it has authority to enter into and perform its obligations under this Agreement. All copyright, trade secret and other property rights in and to the System and System documentation shall remain vested in Ministerial Corporation, or its vendors.

### 6. LIMITATION OF LIABILITY

Ministerial Corporation's liability for damages, excluding liability for patent or copyright infringement, but including any liability for death, personal injury or damage to property resulting from the negligence of Ministerial Corporation or its agents shall not exceed the licence fee paid by Customer for the System. Ministerial Corporation shall not be liable for lost profits or other incidental or consequential damages under any circumstances whatsoever. Ministerial Corporation also shall not be liable for any claim or demand against Customer by any third party except for patent or copyright infringement and then only if Ministerial Corporation shall have received timely written notice of such claim or demand and an opportunity to assume or participate in the defence against such claim or demand.

Customer acknowledges that no representation is made by Ministerial Corporation that the System has or is capable of any particular purpose. Customer agrees to apply and rely upon its own skill and judgment in relation to use of the System.

**7. NON-TRANSFERABILITY**

Customer shall not, in whole or in part, assign, sublease, extend, absorb or otherwise transfer this Agreement, the System, System documentation, any copy of the foregoing, or any right granted hereunder. As used in this Agreement, 'Customer' means the specific corporation or individual that executed this Agreement. Customer may make one copy of the System to be used solely for archival or back-up purposes and additional copies of the System documentation solely to enable it to utilise the System. Customer shall ensure that the proprietary, copyright and trade secret notices contained in or placed upon the System and System documentation are affixed to any such copies in such manner and location as to give reasonable notice of the proprietary, copyright and trade secret claims and protections of Ministerial Corporation. Customer shall have no other right to copy the System or System documentation.

**8. PROTECTION AND SECURITY**

Customer shall not disclose or provide, or otherwise make available, the System, System documentation, this Agreement, or any other confidential material of Ministerial Corporation (whether obtained at a user meeting or otherwise), in whole or in part, except to Ministerial Corporation's employees in the scope of their employment and in confidence to other persons during the time such persons are on Customer's premises for purposes related to Customer's use of the System and are subject to Customer's security and control. Customer shall take all appropriate action, whether by instruction, agreement or otherwise, to satisfy its obligations under this Agreement with respect to the use, copying, protection and security of the System and System documentation and all other confidential material of Ministerial Corporation.

**9. MISCELLANEOUS**

For purposes of Paragraphs 3,5,7,8 and 9 of this Agreement, 'System' includes all updates and modifications to the System and System documentation and all derivative works. If Customer materially breaches any of its obligations under this Agreement, Ministerial Corporation may, in addition to any other remedies it may have, terminate Customer's rights hereunder. Customer shall, within seven (7) days after such termination, remove the System from its computer program libraries, return the System and System documentation to Ministerial Corporation, and certify in writing to Ministerial Corporation that it has complied with the foregoing. The obligations of Customer under this Agreement shall survive any such termination. This Agreement supersedes all prior agreements and understandings between Ministerial Corporation and Customer pertaining to the System and can be changed only by a writing executed by the party against whom such change is sought to be enforced. Unless otherwise agreed in writing between Ministerial Corporation and Customer, Customer shall not provide any third party with any support for the System. This Agreement shall be governed by the laws of the State of New South Wales. Customer shall have sole responsibility for the propriety, confidentiality and use of data maintained by the System.