Terms and Conditions

1.   Licensing

1.1   CSL grants to the Licensee a non-exclusive licence to use conveyIT Maestro online.

1.2   The term of the licence is an initial period of one year from the date of this agreement continuing thereafter until either party gives the other written notice of termination.

1.3   In the case of notice of termination under sub-clause 1.2 beyond the initial period, the period of notice required to be given is:

(a)   in the case of CSL to the Licensee, not less than three months; and

(b)   in the case of the Licensee to CSL, not less than one month.

2.   Delivery and Installation

2.1   CSL shall create a web based environment for the Licensee to access conveyIT Maestro.

2.2   The Licensee shall give CSL such reasonable access (including remote access) and assistance, including provision of personnel and facilities, as CSL reasonably considers necessary to ensure satisfactory installation of conveyIT Maestro.

2.3   The Licensee shall pay CSL an installation fee calculated as provided for in the First Schedule within seven days of signing this agreement.

2.4   Subject to clause 1.3 of the First Schedule, CSL will provide the initial setup and effect personalisation of conveyIT Maestro precedent documents and/or correspondence to accommodate the Licensee's brand and document layout at the time of installation.

2.5   The Licensee will provide the Operating Environment set out in Schedule 2.

3.   Documentation

3.1   CSL will deliver documentation to the Licensee.

3.2   For the purposes of this agreement "documentation" means user manuals designed to assist or supplement the understanding or application of conveyIT Maestro.

3.3   Documentation is licensed to the Licensee for the duration of this agreement.

3.4   The Licensee shall not copy or reproduce the documentation except to the extent otherwise authorised by this agreement or by CSL in writing.

3.5   On termination of this Licence the Licensee shall return all such documentation to CSL.

4. Warranty, Support, Installation

4.1 CSL warrants that it owns the intellectual property in conveyIT Maestro and can grant this licence to the licensee to access it.

4.2 CSL does not warrant that conveyIT Maestro is error free and that its operation will be continuous.

4.3 CSL will support and maintain conveyIT Maestro for the Licensee (Support Services).

4.4 Support Services will be provided in the following manner:

(a) by telephone support;

(b) by remote online support by direct connection with the operating system; and

(c) where necessary by supply of updates of conveyIT Maestro.

4.5 The Licensee will provide PPTP-VPN, MS-RDP, Citrix GoTo Assist, TeamViewer or other broadband access approved by CSL for ongoing remote software support and maintenance.

4.6 To avoid delays in support call resolution, ongoing remote access as provided for in subclause 2.5 must be available at all times, without the need for Licensee consent on each occasion.

4.7 Where the Licensee makes changes at their site affecting the operation of conveyIT Maestro, without prior consultation with CSL, and urgent action is required by CSL to enable conveyIT Maestro to operate, CSL may charge for any time expended by it at the rate set out in schedule 1.

5. Training

5.1 CSL will provide initial training to the Licensees designated personnel to a level where CSL is reasonably satisfied that such personnel are able to operate conveyIT Maestro (initial training).

5.2 This initial training will be affected after the creation of the customer account but before access is provided and will be provided by web-based methods as per Schedule 1.

5.3 CSL will provide further training as and when required by the Licensee (further training). CSL shall be entitled to charge for such further training at the rate specified in the First Schedule. Such rate may be altered at any time by CSL by notice in writing.

5.4 Further training may be provided remotely or by on-site training. In the case of on-site training, CSL is entitled to be reimbursed for out of pocket expenses such as for accommodation, meals and travel.

6. Licence fees

6.1 Subject to alteration from time to time in accordance with this agreement, the licence fees from commencement of this licence will be as set out in the First Schedule.

6.2 For the purposes of subclause 1 and this agreement "Live Transaction" shall mean any refinancing, sale, purchase, purchase of retirement village occupation rights or commercial property transaction which is entered into conveyIT Maestro where the appropriate stage is added to the workflow.

6.3 conveyIT Maestro will debit the licensee per transaction the licence fee in accordance with the first schedule. The debit will occur automatically when each transaction is opened. If any transaction does not become a Live Transaction conveyIT Maestro will automatically reverse such debit on the transaction being cancelled.

6.4 Licence fees per transaction may be altered at any time by CSL by not less than three months written notice of alteration.

7. Payment of Licence Fees

7.1 The Licensee will pay the fees as set out in the first schedule.

Unless specifically provided for in this agreement the Licensee will be liable for payment of fees for the part period from the date on which the licensee is granted access to conveyIT Maestro until the date of the first calendar day of the month following access to conveyIT Maestro. Otherwise, the Licensee will be liable for the fees from the date of the first invoice. All fees are payable monthly in arrears on or before the 20th day of the month following the date of the invoice.

7.2 Invoices for the fees will be payable by the Licensee by way of direct debit on the Payment Date unless expressly agreed otherwise between the Parties.

7.3 Following the Initial Term, CSL may vary the fees on 30 days written notice. If the Licensee does not agree to the fee increase they have a right to terminate the Agreement within 30 days of receipt of the notice of variation. If the Licensee does not exercise its termination right the continued use of the product will constitute binding acceptance of the variation.

7.4 Any fees or proportion of fees not paid by the Licensee will be subject to interest of 1.5% per month, calculated on a daily basis.

7.5 If the Licensee has been offered a trial period or any other discount and at completion of the trial period or discounted period the first or subsequent payments are dishonoured, CSL can charge in full an amount equivalent to the fees for the trial period or discounted period.

7.6 Any failure to pay shall constitute a breach of this agreement and CSL may immediately suspend and/or terminate the Licensee's access to conveyIT Maestro.

7.7 Where the licensee's access to conveyIT Maestro is suspended due to the failure to pay, access will be suspended until payment of all outstanding fees and any interest due is paid.

Once payment is received access to conveyIT Maestro may be reinstated but without prejudice of any other rights or remedies of CSL

7.8 In the event of non-payment of any amounts payable by the Licensee under this agreement by the relevant payment date, the Licensee will pay all of the actual costs of any debt collection incurred by the Company in recovering the Fees and any applicable interest.

8. Customisation of conveyIT Maestro

8.1 CSL may, at the request of the Licensee, and entirely at the discretion of CSL, provide customisation of conveyIT Maestro precedent documents and tasks.

8.2 CSL shall be entitled to charge for such customisation at the rate specified in the First Schedule.

9. Licence Conditions

9.1 CSL specifies and the Licensee acknowledges that the operating environment of hardware and software set out in the Second Schedule is required for the operation of conveyIT Maestro without modification.

9.2 The Licensee may only use conveyIT Maestro in accordance with the normal operating procedures notified by CSL.

9.3 conveyIT Maestro may only be used pursuant to this agreement by the Licensee and the Licensee's designated employees and contractors.

9.4 The Licensee shall not copy, alter, modify or reproduce conveyIT Maestro except to the extent otherwise authorised by this agreement.

9.5 In addition to any other remedies available to CSL under this agreement or otherwise, any unauthorised use, alteration, modification, reproduction, publication, disclosure, or transfer of conveyIT Maestro, will entitle CSL to any available equitable remedy against the Licensee.

9.6 The Licensee acknowledges that there is no transfer of title or ownership to the Licensee of conveyIT Maestro or the documentation, or any modifications, updates, or new releases of conveyIT Maestro.

10. Copying

10.1 The Licensee shall not copy or reproduce conveyIT Maestro or documentation by any means or in any form without CSL's prior written consent.

10.2 The Licensee shall ensure that all employees and other authorised users of conveyIT Maestro under its direction and control are aware of the obligations of the Licensee under this clause and the ramifications of a breach of it.

11. Reverse Engineering

11.1 The Licensee shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of conveyIT Maestro.

12. Security

12.1 The Licensee shall be responsible for the use, supervision, management and control of conveyIT Maestro.

12.2 The Licensee shall ensure that conveyIT Maestro is protected at all times from misuse, damage, destruction or any form of unauthorised use.

13. Compulsory Updates and New Releases

13.1 CSL is under no obligation under this agreement to provide updates or new releases of conveyIT Maestro.

13.2 Where an update or new release is provided:

(a) CSL will deliver and install the update or new release at no additional charge to the Licensee and the Licensee must accept the update or new release;

(b) this agreement will continue to apply in all respects to the update or new release which shall be deemed to be conveyIT Maestro for the purpose of this agreement; and

(c) the Licensee shall return to CSL all copies of the original conveyIT Maestro or otherwise deal with all copies of the original conveyIT Maestro in accordance with CSL's directions.

13.3 Without limiting the Licensee's obligations under this clause, and notwithstanding any other provision of this agreement, CSL shall be under no liability to the Licensee in the event of loss or damage suffered by the Licensee as a result of its failure to comply with this clause, and the Licensee shall indemnify CSL in respect of any loss or damage suffered by CSL as a result of the Licensee's failure to comply with this clause.

14. Confidentiality

14.1 For the purposes of this clause "Confidential Information" means:

(a) the design, specification and content of conveyIT Maestro;

(b) the personnel, policies, business strategies, business information and client information of either party disclosed under this agreement; and

(c) the terms upon which conveyIT Maestro has been supplied pursuant to this agreement.

14.2   A Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information.

14.3   A Party shall not be in breach of subclause 14.2 in circumstances where it is legally compelled to disclose the other Party's Confidential Information.

(a)   is or becomes generally available to the public otherwise than by reason of a breach by the recipient party of the provisions of this sub clause;

(b)   is known to the recipient party and is at its free disposal prior to its receipt from the other party;

(c)   is subsequently disclosed to the recipient party without obligation or confidence by a third party owing no such obligations to the other party in respect of such information;

(d)   is disclosed as a result of legal compulsion, provided that notice of the requirement to disclose is advised to the other party and that other party has a reasonable opportunity to prevent the disclosure.

14.4   Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.

14.5   Notwithstanding any other provision of this clause, CSL may disclose the existence of this agreement.

14.6   This clause shall survive the termination of this agreement.

15.   Intellectual Property Rights

15.1   Subject to subclause 2, CSL shall indemnify the Licensee against liability under any final judgment in proceedings brought by a third party against the Licensee which determine that the Licensee's use of conveyIT Maestro software constitutes an infringement in New Zealand of any intellectual property rights.

15.2   For the purposes of this clause "Intellectual Property Rights" means copyright, trademark, design, patent, semi-conductor or circuit layout rights.

15.3   CSL shall not be required to indemnify the Licensee as provided in subclause 1 unless the Licensee:

(a)   notifies CSL in writing as soon as practicable of any infringement, suspected infringement or alleged infringement;

(b)   gives CSL the option to conduct the defence of such a claim, including negotiations for settlement or compromise prior to the institution of legal proceedings;

(c)   provides CSL with reasonable assistance in conducting the defence of such a claim;

(d)   permits CSL to modify, alter or substitute the infringing part of conveyIT Maestro at its own expense in order to avoid continuing infringement, or authorises CSL to procure for the Licensee the authority to continue the use and possession of the infringing conveyIT Maestro.

15.4   CSL shall not indemnify the Licensee to the extent that an infringement, suspected infringement or alleged infringement arises from:

(a)   use of conveyIT Maestro in combination by any means and in any form with other goods not specifically approved by CSL;

(b)   use of conveyIT Maestro in a manner or for a purpose not reasonably contemplated or not authorised by CSL; or

(c)   any transaction entered into by the Licensee relating to conveyIT Maestro without CSL's prior consent in writing.

15.5   In the event that proceedings are brought or threatened by a third party against the Licensee alleging that the Licensee's use of conveyIT Maestro constitutes an infringement of Intellectual Property Rights, CSL may at its option and at its own expense conduct the defence of such proceedings. The Licensee shall provide all necessary co-operation, information and assistance to CSL in the conduct of the defence of such proceedings.

15.6   The Licensee shall indemnify CSL against any direct loss, costs, expenses, demands or liability, arising out of a claim by a third party alleging such infringement if:

(a)   the ability of CSL to defend the claim has been prejudiced by the failure of the Licensee to comply with any requirements of subclause 3; or

(b)   the claim arises from an event specified in subclause 4.

16.   Implied Terms

16.1   Subject to subclause 2, any condition or warranty which would otherwise be implied in this agreement is hereby excluded.

16.2   Where legislation implies in this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this agreement. However, the liability of CSL for any breach of such condition or warranty shall be limited, at the option of the CSL, to one or more of the following:

(a)   If the breach relates to goods:

(i)   the replacement of the goods or the supply of equivalent goods;

(ii)   the repair of such goods;

        (iii)   the payment of the cost of replacing the goods or of acquiring equivalent goods; or

        (iv)   the payment of the cost of having the goods repaired; and

  (b)   **if the breach relates to services:**

        (i)   the supplying of the services again; or

        (ii)   the payment of the cost of having the services supplied again.

17.   Liability of CSL

17.1   Except in relation to liability for personal injury (including sickness and death), or as otherwise set out in this Agreement, CSL shall be under no liability to the Licensee in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to this agreement or in respect of a failure or omission on the part of CSL to comply with its obligations under this agreement.

17.2   Subject to subclause 3, the Licensee warrants that it has not relied on any representation made by CSL which has not been stated expressly in this agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by CSL.

17.3   The Licensee acknowledges that to the extent CSL has made any representation which is not otherwise expressly stated in this agreement, the Licensee has been provided with an opportunity to independently verify the accuracy of that representation.

17.4   The Licensee shall at all times indemnify and hold harmless CSL and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:

  (a)   a breach by the Licensee of its obligations under this agreement; or

  (b)   any wilful, unlawful or negligent act or omission of the Licensee.

18.   Termination

18.1   Without limiting the generality of any other clause in this agreement, CSL may terminate this agreement immediately by notice in writing if:

  (a)   the Licensee is in breach of any term of this agreement and such breach is not remedied within 30 days of notification by CSL;

  (b)   the Licensee becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

(c)   the Licensee, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

(d)   the Licensee, being a natural person, dies; or

(e)   the Licensee ceases or threatens to cease conducting its business in the normal manner.

18.2   On termination CSL may:

(a)   delete the customer's environment of conveyIT Maestro along with the documentation, in the possession, custody or control of the Licensee;

(b)   retain any moneys paid;

(c)   be regarded as discharged from any further obligations under this agreement; and

(d)   pursue any additional or alternative remedies provided by law.

18.3   On termination the Licensee must:

(a)   cooperate with CSL in the exercise by CSL of its rights under this agreement;

(b)   immediately cease using conveyIT Maestro and any documentation and precedents provided by CSL to the Licensee in conjunction with conveyIT Maestro;

(c)   when requested by CSL provide evidence satisfactory to CSL that it is not in breach of its obligations under this agreement in respect of sub clause (b) and CSL's Intellectual Property Rights.

19.   Force Majeure

19.1   For the purposes of this clause and agreement "Force Majeure" means a circumstance beyond the reasonable control of the Parties which results in a Party being unable to observe or perform on time an obligation under this agreement.

19.2   Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this agreement if such delay is due to Force Majeure.

19.3   If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.

19.4   If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 60 days, either Party may immediately terminate the agreement on providing notice in writing to the other Party.

19.5   If this agreement is terminated pursuant to subclause 4, CSL shall refund moneys previously paid by the Licensee pursuant to this agreement for goods or services not provided by CSL to the Licensee, or prepaid in accordance with clause 5 of this agreement.

20. Sub-Contracts

20.1 CSL may sub-contract for the performance of this agreement or any part of this agreement upon obtaining (subject to subclause 3) the Licensee's prior written consent.

20.2 The Licensee shall not unreasonably withhold consent for the engagement of a sub-contractor in accordance with subclause 1.

20.3 CSL may, without the consent of the Licensee, engage individuals on a sub-contract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of services pursuant to this agreement.

21. Entire Agreement

21.1 This agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understanding whether verbal or in writing.

22. Assignment and Novation

22.1 The benefit of this agreement shall not be assigned by the Licensee without CSL's written consent.

22.2 CSL may consent to the assignment or novation of this agreement by the Licensee subject to such conditions as it chooses to impose.

23. Waiver

23.1 No right under this agreement shall be deemed to be waived except by notice in writing signed by each Party.

23.2 A waiver made by CSL pursuant by subclause 1 will not prejudice its rights in respect of any subsequent breach of the agreement by the Licensee.

23.3 Subject to subclause 1, any failure by CSL to enforce any clause of this agreement, or any forbearance, delay or indulgence granted by CSL to the Licensee, will not be construed as a waiver of CSL's rights under this agreement.

24. Variation

24.1 The provisions of this agreement shall not be varied, except by agreement in writing signed by the Parties.

25. Disputes

25.1 If either party has any dispute with the other in connection with this agreement:

(a) that party will promptly give full written particulars of the dispute to the other.

(b) the parties will promptly meet together and in good faith try and resolve the dispute.

25.2 If the dispute is not resolved within seven days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.

(a) A party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings.

(b) The mediation will be conducted by a LEADR panel mediator chosen by the parties or, if they cannot agree, by the President of the New Zealand Law Society or the President's nominee.

25.3 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator.

(a) the single arbitrator will be chosen by the parties or, if they cannot agree, by the President of the New Zealand Law Society, or the President's nominee.

(b) the arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

25.4 The parties must always act in good faith and cooperate with each other to promptly resolve any dispute.

25.5 The procedures and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.

25.6 The parties must continue to comply with their obligations under this agreement during the dispute resolution process but disputed payments may be withheld to the extent of the dispute.

25.7 This clause will not apply to:

(a) a dispute arising in connection with any attempted re-negotiation of this agreement; or

(b) any application by either party for urgent interlocutory relief.

26. CSL's Rights

26.1 Any express statement of a right of a Party under this agreement is without prejudice to any other right of that Party expressly stated in this agreement or existing at law.

27. Survival of Agreement

27.1 Subject to any provision to the contrary, this agreement shall enure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers, but shall not enure to the benefit of any other persons.

27.2 The covenants, conditions and provisions of this agreement which are capable of having effect after the expiration of the agreement shall remain in full force and effect following the expiration of the agreement.

28. Severability

28.1 If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

29. Governing Law

29.1 This agreement will be governed by and construed according to the law of New Zealand.

30. Notices

30.1 Except where a specific manner of delivery of a report or notice is otherwise specified in this agreement, notices under this agreement must be in writing and may be delivered by hand, by mail, by facsimile, or by email to the relevant party's communication points listed in schedule 3 or as otherwise notified in writing.

30.2 Notices will be deemed given:

   (a)   in the case of hand delivery, upon actual delivery being made;

   (b)   in the case of posting, three days after dispatch;

   (c)   in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission; and

   (d)   in the case of email, upon receipt of appropriate proof of receipt.

31. Text Functionality

31.1 conveyIT Maestro incorporates text functionality integrated with the Licensee's telecommunications provider that enables the Licensee to send text messages from its computer operating systems to its client's cell phone(s). CSL will facilitate the provision of such services as outlined in the First Schedule. The Licensee shall contract direct with its telecommunications provider for the provision of that service. The telecommunication provider's costs of such service shall be met by the Licensee.

SCHEDULE 1

Installation Fees

A standard installation fee applies provided that customer's hardware or software complies with CSL's requirements (see our terms and conditions which can be viewed HERE). Installation fees are one off fees levied prior to access being made available to the customer and are calculated for a single office as follows:

1-3 users	$2,000.00
4-6 users	$3,000.00
7-10 users	$4,000.00
10+ users	$POA

ADDITIONAL OFFICE LOCATIONS:

Additional office or location	$750.00
Infinitylaw contact and document integration	$500.00
Other document file server configuration	$500.00
Alternative email gateway configuration	$250.00

INSTALLATION FEES COVER THE FOLLOWING:

a.   the creation of a unique cloud tenant environment specific to the licensee;

b.   the setup of conveyIT Maestro for one brand or location as appropriate;

c.   the initial establishment of an administrator with the capability of establishing additional users;

d.   the initial setup of preferences (browser themes and colours) and the upload of preferred logo for display on the licensees browser;

e.   initial set up of authorised sign offs (people who will sign customer and workflow documents);

f.   set up of the licensees text messaging preferences based on Clickatell;

g. the provision of a library of standard templated precedent documents and/or correspondence defined at the time of delivery and installation;

h. customisation of these standard precedent documents and or/correspondence with the licensees brand, preferred font, and paragraph styling for one brand or office location;

i. a complete set of user manuals sufficient for users within one brand or office; and

j. initial user training in accordance with sub clause five of this agreement and on the basis that delivery is within one brand or office based on an "over the web" remote style of training delivery.

The customer must ensure all users are available for web based training at the arranged time. Additional sessions or on-site training will incur additional cost as shown below.

Licence fees (subscription)

A customer's licence is subject to a monthly fee as follows:

a. $450.00 (plus GST) per month paid monthly in arrears

Once the value of the accumulated transaction fees within a calendar month exceed this level, the monthly fee is calculated on a per transaction basis instead.

The fee per transaction is as follows:

a. $45.00 (plus GST) per Live Sale Transaction;

b. $45.00 (plus GST) per Live Purchase Transaction;

c. $30.00 (plus GST) per Live Refinance Transaction;

d. $45.00 (plus GST) per Live Purchase of Retirement Village Occupation Rights Transaction;

e. $75.00 (plus GST) per Live Commercial Property Transaction.

In the case where the monthly fee has been paid annually in advance **and** the accumulated transaction licence fees within a calendar month exceed $300.00 (plus GST), a credit of $300.00 (plus GST) will be applied to the total accumulated monthly transaction fee charged for that month.

Training Fees

Remote / webinar style training	$200.00 per session
On site or one-on-one training	$400.00 per session
(Travel and other disbursement costs may apply.)	
Full day training on site	$800.00
(Travel and other disbursement costs may apply.)	
Additional (Hard Copy) Manuals	$50.00 per copy

Customisation Fees

The following schedule of fees will be charged for specific customisation requests that are beyond the scope of the standard installation as above.

Environment Changes Set up of additional brands or office locations requiring a different brand including the setup of document, email and text templates for additional brands (including preferred font, paragraph styling, preferred subject lines and logo upload). Note: Based on a standard template, does not include customisation of individual configuration.	$250 per brand
Set up of additional users if not set up by your administrator	$100.00 per hour Minimum charge 1/2 hour
Set up of text gateways and server configuration to allow responses to notification text messages	$250
Set up of additional sign offs for additional brands	$100.00 per hour Minimum charge 1/2 hour
Customisation of workflow or the documents within it Changes to tasks within the list without links	$150 per hour
Changes to tasks with links (documents, or URL's)	$150 per hour
Changes to documents (wording changes, paragraph insertion, font or style changes post the initial installation phase, brand or logo changes)	$150 per hour. Quote provided against change specification provided.
User Documentation and Training User manuals for additional brands or offices	$50 per manual
On site or one-on-one training	$400 per session based on a 3 hour seminar or workshop (travel costs may also be charged if outside the Greater Wellington area)

SCHEDULE 2

1.   Operating Environment

Supported Browsers (required)

•   Internet Explorer 11 on Windows 7 or higher

•   Google Chrome 42 on Windows 7 or higher

•   Best efforts for other browsers.

2.   Txt Notifications (required)

2.1   Requires a Clickatell account (default)

2.2   SMTP relay via Licensee mail server is a configuration option for use with existing email to SMS gateway services (optional)

3.   Microsoft Word (required)

3.1   A Microsoft supported version of Microsoft Office Word 2010 running on a Microsoft supported Operating System is required to modify conveyIT Maestro generated documents

4.   conveyIT Live Update (required)

4.1   A CSL supplied Windows service that checks in with CSL servers every 24 hours for updates to local files (eg Microsoft Word .dotm templates). Requires Windows 7/Server 2008 or higher.

5.   Screen Resolution (recommended)

5.1   Minimum 21" monitor, recommend 24" monitor

6.   Additional conveyIT Maestro (options)

6.1   An existing installation of SQL Server 2012. If this is not present, an Operating System that will support the installation SQL Server Express 2012 or higher is required.

conveyIT Document Sync (optional)

6.2   Syncs saved documents modified locally, back to conveyIT Maestro

6.3   Requires access to the local file system where documents are saved

conveyIT Client/Matter Sync (optional)

6.4   Syncs client details and matter descriptions from the local practice management system to conveyIT Maestro (for supported practice management systems only)

6.5   Requires read access to the practice management system database

SCHEDULE 3

CSL

Address:

Level 1, Woburn House

40 – 44 Bloomfield Terrace

Lower Hutt, 5010

Fax:

(04) 569 4874

PO Box:

PO Box 31352, Lower Hutt, 5040

Email:

support@conveyit.co.nz