



Case Manager Software Application & Agreement

See all Case Manager software functions at <http://www.casemanager.info/demo>

Please PRINT this form, and fill in all information requested. Please make sure to write legibly and to sign where requested.

After signing, you must attach a copy of your Driver's License with photo ID, and a copy of your process server license or registration (if any). If your state does not require a license or registration, then you must also attach a copy of your business card, letterhead, company check or any other document that indicates you are in the process serving business (one of these will suffice) .

Scan completed application, save as a .jpg and email it to hbrooks@gmx.com

Following approval of your application, an NPPSN representative will phone to arrange for you to purchase the software or for you to make an appointment to view a live software demonstration (if desired)

A Case Manager license is available to all persons who are affiliated with the profession of process serving. Licenses are approved on an individual basis and are not transferable. **YOU MUST BE THE COMPANY OWNER TO APPLY FOR A SOFTWARE LICENSE.**

Your Name: _____
(First, Middle Initial, Last)

Company Name (list your name if no company name): _____

Address: _____

City/State/Zip: _____

Phone: _____ Email address: _____

State your web site address _____

Business Type: [] Corporation Year of Inc. [] [] Corp. Subsidiary [] DBA
[] Partnership

State authority that empowers you to serve process (check one below):

[] Licensing [] Registration [] Certification [] Ct. Appointment [] None Required

If licensed or registered process server, state your license or registration NUMBER: []

How long have you been a process server? [] Years [] Months

Are you an active private investigator (Y/N) [] License Number [_____]
[] No license Required

State the total number of papers served per week by your firm (include in total the weekly number of papers served by you personally, the weekly number of papers served by employees of yours, and the weekly number of papers served by outside contractors on behalf of you or your firm) _____

State the number of process servers you employ who serve papers for you on a regular basis _____

State the number of outside contractors who serve papers for you on a regular basis _____

State the number of regular clients you service _____

State the geographic area you service (state, counties) _____

How did you hear about NPPSN (other Applicant, internet, other, please state): _____

List the name of any professional associations to which you belong (i.e. NAPPS, etc): _____

List the name of the Process Serving Software Program you currently use (if none, state "none") _____

Acknowledgements By Applicant

Applicant acknowledges that Case Manager software licenses and rental agreements entered into by Applicant shall be in Applicant's name only, and not in the name of any company owned by Applicant, or any company with which Applicant is affiliated.

The Applicant whose signature appears below acknowledges that he/she is requesting a Case Manager software license and installation, for the sole purpose of installing same at its Process Serving Business. The Applicant acknowledges that he/she will not be installing the Case Manager Software for the purpose of disseminating information contained in the software to third parties who are in the business of producing or developing computer software for use by Process Servers, or to any parties who might be contemplating producing or developing computer software for use by Process Servers.

The Applicant whose signature appears below agrees that he/she will not distribute copies of the Case Manager Software to any third parties for any reason whatsoever. The Case Manager Software Program, Components and Modules, are the sole property of NPPSN. The Case Manager Software is protected by copyright laws. Applicant acknowledges that it is illegal to give copies of the Software to another person, or to duplicate the Case Manager Software by any means, including electronic transmission.

The Case Manager Software contains unique functions and design elements, and as such contains trade secrets of NPPSN. In order to protect such trade secrets Applicant agrees not to use any information contained in the Case Manager Software for purposes of designing or distributing software that can be utilized by process servers, and further agrees that he/she may not decompile, reverse engineer, disassemble, or otherwise reduce the Case Manager Software to human-perceivable form. Applicant agrees not to modify, adapt, translate, rent, lease, or create derivative works based upon the Case Manager Software, or any part thereof, or to cause third parties to do so.

Applicant agrees not to compete with NPPSN in the provision or development of computer software to or for Professional Process Servers, either directly or indirectly through collaboration with any third party(s).

If Applicant intends to produce any type of computer software for use by process servers, or is

representing any individuals or companies that produce any type of computer software for use by process servers, then the Applicant should not sign and submit this Application and Agreement.

Applicant further acknowledges and states: I understand that use of the Case Manager software will only be granted for so long as I continue to pay my Case Manager Software fees. I understand that I may cancel my Case Manager license at any time and stop paying software fees, and that when I do this, I will no longer receive or have access to the use of Case Manager software. If I should elect to stop making monthly software payments for the use of Case Manager software, I understand that the software and services will be terminated, including any online databases, and that I will be obligated to remove any Case Manager Software provided by NPPSN from any computer(s) on which said software resides in accordance with the terms of the NPPSN Software License and Monthly Rental Agreement.

I agree to be bound by all rules and regulations of NPPSN contained herein and on the Case Manager web site. Rules and regulations listed on the Case Manager web site shall be considered to be a part of this agreement, as if originally incorporated herein.

I agree to abide by any and all NPPSN rules and regulations, and any future amendments thereto.

Note: Upon any termination of Applicant's right to utilize the Case Manager Software and Online Case Information Lookup Database associated therewith, any online database records contained in Applicants databases shall be retained by the Applicant, who shall retain sole ownership of same. Upon termination of a Case Manager license and monthly payments thereon, Applicant must remove the NPPSN logo from all printed materials in his/her possession also remove the NPPSN logo from Applicant's web site.

Additional Acknowledgements By Applicant

The Applicant whose name appears on this Application has authorized the National Professional Process Server Network to investigate the statements made on his/her application to confirm that he/she qualifies to receive a Case Manager software license.

ENTIRE AGREEMENT: This is the entire agreement between the Applicant and NPPSN. No other representations oral or written have been made that do not appear in this agreement. This agreement is in addition to any other agreement between the parties as to the licensing of Case Manager software. The above constitutes all of the understandings between the parties hereto.

INTERPRETATION – DISPUTES: This agreement shall be binding on the parties hereto and their heirs, successors and assigns, whether trading in their own name, company name(s), corporate name(s) or through third parties, and shall be interpreted in accordance with the laws of the State Of California, and if any portions of this agreement are found not to comply with said laws, the balance of the agreement shall nonetheless remain in full force and effect.

If any dispute(s) arise hereunder, the parties hereto agree that said dispute(s) shall be remedied solely through "mediation" or "arbitration" by an impartial mediator or arbitrator jointly selected by the parties. Said mediation or arbitration shall take place in the State Of California.

Intending to be legally bound hereunder, the Applicant has signed this Agreement on the date indicated below, and by doing so, binds him/herself to the terms of this Agreement.

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND CORRECT.

Date _____

Signature Of Applicant