Real-EZY SalesPartner (TM)

SOFTWARE LICENCE AGREEMENT

Tax Invoice

GST Reg No 49-690-037

Between:		Taranaki Street Computers Ltd. trading as Computers for People ("CF Transport Village, Ngauranga PO Box 13-085, Johnsonville WELLINGTON. Ph. (04) 471-1849, fat	ŕ	5			,							
And:	Name					("ti	ne Customer	")						
	Address				THE CALL STATE OF THE STATE OF									
	City		F	Phone		1,127,3,938	I Gran							
	Fax		ľ	Mobile										
	Office Phone			eMail										
		TERMS AND C	CONDITIONS	•	er a									
licence System ("the So below ("	to use the Real distributed by CF oftware") on the 'the Hardware")	er a single non-exclusive non≢ransferable Estate Listing and Contact Management P known as Real-EZY SalesPartner [™]) computer hardware set out in Schedule 1	8. CF no ca an at pre	rmally be so in install for range install its normal ovide update	supplied twice por themselves. Illation then CF rates for laboutes or support	dates to the So per year in a form If the Custome P may charge a r and travel. CF to the Custome	n that the Custer requests CF a fee for that se P is not requir or if the Licence	omer P to ervice ed to e Fee						
		presentative will configure the Software for ton the Hardware.				by the Custor mpany is in arre		any						
training	as required at the to pay for this and	ide the Customer with up to two half-days nearest CFP training facility. The Customer d any other training it may request at CFP's	or au Cu	intellectual othority to our stomer ac	I property right enter into this knowledges th	vare does not ir s of any third p agreement with nat it is acquiri	party and that in the Customer ng the Softwa	t has . The re for						
		nitted by this agreement the Customer is not				the provisions pressly exclud		umer						
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	e or any part the	tions for improvement to the Software. Any			SCHEDULE 1	: HARDWARE								
such in property	provements mad of CFP and may	e to the Software become and remain the be distributed at the sole discretion of CFP tor payment to the Customer.												
		ges that it has no claim and undertakes not rights regarding the Software including but												
not limi	· · · · · · · · · · · · · · · · · · ·	byright, trade marks or any other intellectual		=	SCHEDULE 2	: LICENCE FEE								
	stomer will pay (le 2 below ("the L	CFP the monthly licence fee as set out in icence Fee")	Ca pa	ash or cheayments to	que on the Cor be made by au	GST the first pa mmencement I ntomatic bank to nth as directed	ate and subse ansfer on the a	quent						
		EXECU	ПОИ											
	Signed by th	ne Customer and a duly authorised officer of C	FP on the da	ate shown I	pelow ("the Con	nmencement D	ate")							
Signed	d by the Custon	ner Signed	for and on	behalf of	CFP		Date							

ADDITIONAL TERMS

- 1. CFP strives to ensure that the Software is error free. Should the Customer locate an error in the Software CFP will use its best endeavours to remedy the error (or suggest a way of circumventing it) within two working days from the receipt of notification of the error.
- 2. CFP will not be liable under the law of tort, contract or otherwise for any loss of profits or savings or for any indirect or consequential loss or damage howsoever caused arising from the use of the Software. CFP's liability arising out of any claim for damages for any cause whatsoever will not under any circumstances exceed the lesser of either twelve months Licence Fee or the total of the Licence Fees paid to it by the Customer.
- 3. Apart from the warranties given in clause 9 above CFP makes no warranties or representations regarding the Software. All warranties and conditions including any as to merchantability or fitness for a particular purpose expressed or implied by statute or common law are expressly excluded.
- 4. CFP or its representative will provide an explanation to the Customer of the importance of backing up computer data and information as to how this is done. The Customer acknowledges that responsibility for ensuring that regular backups are actually taken rests solely with the Customer.
- 5. CFP is entitled to assign its rights under this agreement and in the Software either by sale or by way of security PROVIDED THAT such assignment be subject to the rights of the Customer in accordance with this agreement.
- 6. This agreement operates for an indefinite term from the Commencement Date and continues until ended by either party giving the other one months notice in writing. Either party may end the agreement immediately if the other party becomes bankrupt or goes into receivership or liquidation or makes any arrangement for the benefit of its creditors or becomes subject to official management or commits any breach of its obligations under this agreement and fails to remedy such breach within fourteen days of receipt of written notice from the other party requesting it so to do.
- 7. Upon termination of this agreement for any reason the Customer will immediately cease using the Software and will ensure that the Software is removed from its Hardware. The Customer will forthwith return to CFP all manuals, disks and other materials relating to the Software and provide CFP with a written undertaking that it has not retained any copies in any form. The Customer acknowledges that the Software contains a time lock and requires regular re-validation by CFP in order to continue operating.
- 8. If any provision of this agreement shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement. This agreement is governed by the laws of New Zealand.

Registration details:

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SalesPartner - Real Estate Software

Power-filled software for Offices & Salespeople

A Guide to filling out this Automatic Payment form:

SalesPartner is an application for rent and this is usually collected on a monthly basis by Automatic Payment.

This is our standard Automatic Payment form which we require you to fill in when you get started with SalesPartner.

Once we have received your completed form (originals required) we will supply you with your registration code which opens up your copy of SalesPartner.

Please Note: When filling in your A.P form all boxes marked with an 'x' need to be completed. If you need to make changes once completed please initial any alterations you make.

Please take note of these comments so that we can help you get up and running with SalesPartner as soon as possible. If you have any questions or queries please feel free to contact us on 04-4711-849.

Once your form is filled in please mail the original to:

SalesPartner Software P.O Box 13085 Johnsonville Wellington

Congratulations on getting started with SalesPartner, we look forward to helping you gain maximum benefit from your investment in the latest real estate technology.

From all the team at:

SalesPartner Software

Phone: 04 4711849

Email: support@salespartner.co.nz **Web:** www.whysalespartner.co.nz

	PAYER DETAILS To the Manager	AUTHORITY FOR AUTOMATIC PAYMENTS													
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