

Real-EZY SalesPartner (TM)

SOFTWARE LICENCE AGREEMENT

For SalesPartner Office and OfficePartner

Tax Invoice

GST Reg No 49-690-037

Between:	Taranaki Street Computers Ltd. (TSC) the authors of SalesPartner Software Transport Village, Ngauranga PO Box 13-085, Johnsonville WELLINGTON. Ph. (04) 471-1849, fax 471-1266			
And:	Name	("the Customer")		
	Address			
	Suburb		Fax	
	Region		Contact	
	Office Phone		Email	

TERMS AND CONDITIONS

- | | |
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| 1. TSC grants the Customer a single non-exclusive non-transferable licence to use the Real Estate Listing and Contact Management System distributed by TSC known as Real-EZY SalesPartner ^(TM) Office and or OfficePartner. ("the Software").
An office with 4 or more salespeople requires separate licences for SalesPartner Office and OfficePartner. | 8. TSC will provide ongoing updates to the Software. Updates will normally be supplied twice per year in a form that the Customer can install for themselves. If the Customer requests TSC to arrange installation then TSC may charge a fee for that service at its normal rates for labour and travel. TSC is not required to provide updates or support to the Customer if the Licence Fee or any other payment due by the Customer to TSC or any subsidiary or associated company is in arrears. |
| 2. TSC or its authorised representative will configure the Software for the Customer and install it on the Hardware. | |
| 3. TSC will on request provide the Customer with up to two half-days training as required at the nearest TSC training facility. The Customer agrees to pay for this and any other training it may request at TSC's standard rates. | 9. TSC warrants that the Software does not infringe any industrial or intellectual property rights of any third party and that it has authority to enter into this agreement with the Customer. The Customer acknowledges that it is acquiring the Software for business use and that the provisions of the Consumer Guarantees Act 1993 are expressly excluded. |
| 4. Except as expressly permitted by this agreement the Customer is not permitted to rent, lease, sublicense, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or re-create derivative works based on the whole or any part of the Software or its associated documentation or use, reproduce or deal in the Software or any part thereof in any way. | 10. The Customer acknowledges that it has read and accepts the additional terms printed on the back of this form. |
| 5. TSC encourages suggestions for improvement to the Software. Any such improvements made to the Software become and remain the property of TSC and may be distributed at the sole discretion of TSC without acknowledgement or payment to the Customer. | SCHEDULE 1 : Referred By?

<div style="border: 1px solid black; padding: 5px; text-align: center;">See back page for details:</div> |
| 6. The Customer acknowledges that it has no claim and undertakes not to maintain any claim or rights regarding the Software including but not limited to patent, copyright, trade marks or any other intellectual property whatsoever. | SCHEDULE 2 : LICENCE FEE |
| 7. The Customer will pay TSC the monthly licence fee as set out in Schedule 2 below ("the Licence Fee") | A monthly fee of \$100 plus GST the first payment may be paid by cheque on the Commencement Date and subsequent payments are to be made by automatic bank transfer on the agreed day of each succeeding month as directed by TSC. |

EXECUTION

Signed by and for the Customer and a duly authorised officer of TSC on the date shown below ("the Commencement Date")

Signed by the Customer

Signed for and on behalf of TSC

/ /

Date

