

# 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 ("CFP") Transport Village, Ngauranga PO Box 13-085, Johnsonville WELLINGTON. Ph. (04) 471-1849, fax 471-1266				
And:	Name	[ ] ("the Customer")			
	Address	[ ]			
	City	[ ]	Phone	[ ]	
	Fax	[ ]	Mobile	[ ]	
	Office Phone	[ ]	eMail	[ ]	

### TERMS AND CONDITIONS

<p>1. CFP grants the Customer a single non-exclusive non-transferable licence to use the Real Estate Listing and Contact Management System distributed by CFP known as Real-EZY SalesPartner<sup>TM</sup> ("the Software") on the computer hardware set out in Schedule 1 below ("the Hardware")</p> <p>2. CFP or its authorised representative will configure the Software for the Customer and install it on the Hardware.</p> <p>3. CFP will on request provide the Customer with up to two half-days training as required at the nearest CFP training facility. The Customer agrees to pay for this and any other training it may request at CFP's standard rates.</p> <p>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.</p> <p>5. CFP encourages suggestions for improvement to the Software. Any such improvements made to the Software become and remain the property of CFP and may be distributed at the sole discretion of CFP without acknowledgement or payment to the Customer.</p> <p>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.</p> <p>7. The Customer will pay CFP the monthly licence fee as set out in Schedule 2 below ("the Licence Fee")</p>	<p>8. CFP 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 CFP to arrange installation then CFP may charge a fee for that service at its normal rates for labour and travel. CFP is not required to provide updates or support to the Customer if the Licence Fee or any other payment due by the Customer to CFP or any subsidiary or associated company is in arrears.</p> <p>9. CFP 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.</p> <p>10. The Customer acknowledges that it has read and accepts the additional terms printed on the back of this form.</p>
SCHEDULE 1 : HARDWARE	
[ ]	
SCHEDULE 2 : LICENCE FEE	
A monthly fee of \$100 plus GST the first payment to be paid by cash or cheque on the Commencement Date and subsequent payments to be made by automatic bank transfer on the agreed day of each succeeding month as directed by CFP.	

### EXECUTION

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

/ /

Signed by the Customer

Signed for and on behalf of CFP

Date





## **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](mailto:support@salespartner.co.nz)

**Web:** [www.whysalespartner.co.nz](http://www.whysalespartner.co.nz)

# PAYER DETAILS

To the Manager

# AUTHORITY FOR AUTOMATIC PAYMENTS

(Not to operate as an assignment or an agreement)

X Name of Bank

X Branch

X Address

X Name of Account

**IMPORTANT PLEASE TICK**

This is a new authority.  
OR  
 As from \_\_\_\_\_ (first payment date),  
this authority replaces existing authorities  
for \$\_\_\_\_\_ in favour of the same pay-  
ee.

Account details: On behalf of: \_\_\_\_\_  
Name if other than payer: \_\_\_\_\_

X Bank Branch number Account Number Suffix

X \_\_\_\_\_

Details to appear on my/our bank statement.

X Particulars Code Reference

X \_\_\_\_\_

# FREQUENCY AND AMOUNT

First Payment Date / / Last Payment Date / / OR Until further notice Tick:

Tick Box Weekly Fortnightly Four Weekly Monthly  Specify Other period

Fixed Amount Amount \$ = 115.00 = Amount in Words One hundred and fifteen dollars

Complete if applicable (tick one box only)

Variable First Amount Amount \$ Amount in Words

Variable Last Amount

# PAYEE DETAILS

For payment by cheque tick box  and complete sections on reverse (leave this section blank)

Pay to the credit of:

Name of Bank NATIONAL Branch JOHNSONVILLE

Name of account: COMPUTERS FOR PEOPLE Account details Bank Branch number Account Number Suffix 060583 0371945 00

Details to appear on payee's bank statement.

Particulars Code Reference REAL - EZY PSP FROM

# AUTHORISATION

- Please make this automatic payment as detailed by debiting my/our account.
- I/We understand and accept that the Bank accepts this authority only on the conditions overleaf.

Name of account—customer to complete (Business/Personal) Delete one

X \_\_\_\_\_ PLEASE TURN OVER

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

(Customer's Signature) (Contact Phone No.) (Date) (Customer's Signature) (Contact Phone No.) (Date)

Pay by Bank cheque.

cheque payable to

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address to which cheque to be sent


text to accompany payment

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**CONDITIONS:**

1. The Bank will endeavour to effect such automatic payments without any responsibility or liability for any refusal or omission to make all or any of the payments or for late payment or for any omission to follow any such instructions. Further, the Bank accepts no responsibility or liability for the accuracy of the information contained in the payment information fields on this authority or for failure to transmit such information in the manner requested. In any event this authority is subject to any arrangement now or hereafter subsisting between myself/ourselves and the Bank in relation to my/our account.
2. The Bank may in its absolute discretion conclusively determine the order or priority of payment by it of any moneys pursuant to this or any other authority or cheque which I/we may now or hereafter give to the Bank or draw on my/our account.
3. This authority may be terminated or reduced without notice to me/us in respect of the payment detailed over, by the Bank, or the Payee.
4. This order will remain in force and effect in respect of all payments made in good faith notwithstanding my/our death or bankruptcy or any other revocation of this order until notice of my/our death, bankruptcy or such revocation is received by the Bank.
5. All current Bank and Government charges for this service in force from time to time are to be debited to my/our account.

**ALTERATION TO FIXED AMOUNT**

Please alter the fixed amount of this transfer

As from / /	Fixed Amount \$	Amount in Words	Customer's Signature
As from / /	Fixed Amount \$	Amount in Words	Customer's Signature

**FOR BANK USE ONLY**

Date Received:	Recorded By:	Checked By:

