

GPOS LTD  
66 Mt. Eden Rd.  
Mt. Eden  
P O BOX 8018, Symonds St  
Auckland, New Zealand  
[www.gpos.co.nz](http://www.gpos.co.nz)  
[info@gpos.co.nz](mailto:info@gpos.co.nz)

Phone: +64 9 638-8188  
DDI: +64 9 623-2176  
Fax: +64 9 638-8778



## Section A: GPOS Services Agreement

### Company Information

Company Name \_\_\_\_\_  
Trading Name \_\_\_\_\_  
Type of Company \_\_\_\_\_ GST Registration No \_\_\_\_\_  
Address \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Business Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_ Total Branch \_\_\_\_\_  
General Manager \_\_\_\_\_ Phone \_\_\_\_\_

## Section B: Services Version, Time and Prices

GPOS Modules	Prices	Start Date	End Date
EPTPOS			
<b>Total Monthly</b>			

### Additional Services

I/We the agreement for the GPOS Account hereby declare that the information given in this agreement is true and correct (Section A).

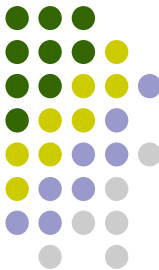
Also I/We authorize GPOS Ltd to use the information for the purposes of supplying hosting and/or services, enforcing debts and other legal obligations owing to GPOS Ltd.

Further, I/We declare, I/We have read and understood the GPOS Prices Lists (Section B) and GPOS Services Terms and Conditions of Trade set out in Section C.

Name \_\_\_\_\_ GPOS Staff Name: \_\_\_\_\_  
Title \_\_\_\_\_ GPOS Signature: \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

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## Section C: GPOS Services and Hosting Term & Condition

The Supplier and Dealer	
6.7	The Supplier will satisfy itself that the System is in reasonable working order and condition at the Commencement Date.
6.8	The Dealer will take reasonable steps to identify and confirm the nature of the problem reported by the Customer prior to attending the Client Data.
6.9	We do not be liable to you for: 6.9.1 Any loss or damage in respect of the provision or use of the Services.
6.9.2	Any costs, claims, loss or damage of any kind resulting from your fraudulent, negligent or otherwise unlawful behaviour,
6.9.3	Any costs, claims, loss or damage arising from any information, Client Data, other data or material provided to us by you or on your behalf.
6.9.4	Any costs, claims, loss or damage arising from customer without data backup.
7.	<b>License (Copy Right)</b> This software is protected by copyright laws and remains the sole property of GPOS. The License covers the usage of GPOS software for the purpose of Point of Sales system, Inventory Control, Return Material Management, Tool Management Control and Online Sales and Purchasing. By hosting and using this GPOS Software License, customer agrees to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the uninstalled media and accompanying items to GPOS at the address indicated below. 7.1 Copyright. The Software is owned by GPOS Corporation, and protected by New Zealand copyright laws and international treaty provisions. Therefore, you must treat this Software like any other copyrighted material. You may not make this Software or copies thereof available in any manner or form or use, copy or transfer the Software, in whole or in part, except as provided herein. 7.2 Other Restrictions. You may not rent or lease this Software to any other party. You may not alter, merge, modify, adapt, reverse engineer, decompile or disassemble the software, or disclose the contents of this Software to any other party. 7.3 Term of Agreement. This Agreement and the license granted herein may otherwise be terminated by GPOS Corporation. In the event that you are in breach of any provision of this Agreement. In the event of termination, you agree to immediately return this Software, accompanying items, and any copies thereof to GPOS Corporation. 7.4 DISAGREEMENT TO THIS LICENSE CONDITIONS. PLEASE RETURN THE PRODUCT TO THE FOLLOWING ADDRESS: 66 Mt Eden Rd, Mt Eden Auckland 7.5 NEITHER GPOS CORPORATION, NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT OR RELATED TO THIS AGREEMENT EVEN IF GPOS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GPOS CORPORATION SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE AND/OR THE RELATED DOCUMENTATION, EVEN IF GPOS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GPOS CORPORATION'S LIABILITY HEREUNDER, IF ANY, EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE. Governing Law. This agreement and the Limited Warranty described herein shall be governed and construed in accordance with the laws of New Zealand. ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE RESERVED BY GPOS CORPORATION.
8.	<b>Staffing</b> 8.1 Prior to the commencement of any duties, the Supplier upon request will make available to the Customer details of its personnel who will undertake the Maintenance Services. Further details may be sought from the Supplier of any person proposed to the Customer. 8.2 The Customer will advise if any personnel of the Supplier are not acceptable and the reasons shall be discussed with the Supplier. Acceptance by the Customer of any personnel shall not be unreasonably withheld. 8.3 The Customer, acting reasonably, may at any time advise the Supplier that acceptance of any of the Supplier's personnel is withdrawn. The reasons shall be discussed and agreed with the Supplier. In the event that this includes any breach of security or confidentiality, the person must be immediately withdrawn from all duties relating to the maintenance of the Customer's System. 8.4 The Supplier's staff shall: 8.4.1 Comply with all reasonable requests and instructions of the Customer's staff; and 8.4.2 Comply with the Customer's health, safety and security procedures at all times when on the Customer's premises.
9.	<b>Disputes and Remedies</b> 9.1 The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations. 9.2 Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to mediation before commencing any litigation. Either party may initiate mediation by giving written notice to the other party. 9.3 If the parties cannot agree a mediator within 2 working days of the notice, then the mediator will be selected by the President for the time being of LEADR (Lawyers Engaged in Alternative Dispute Resolution) or its successor. 9.4 The parties shall continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation. 9.5 Nothing in this clause shall preclude either party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.
10.	<b>Confidentiality</b> Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information confidential to the other party. The obligations of this clause 9 shall survive termination or cancellation of this Agreement.
11.	<b>Intellectual Property Rights Indemnity</b> 11.1 The Supplier will indemnify the Customer against and will at its cost defend or settle any claim, suit, action or proceeding (collectively called "Action") brought against the Customer to the extent that the Action is based on a claim that the Customer's use of Maintenance Services supplied by the Supplier constitutes a breach of any patent, copyright, trade secret or other proprietary right of a third party, provided that: 11.1.1 The Customer fully co-operates with the Supplier in defending or settling the Action and makes its employees available to give statements, advice and evidence as the Supplier may reasonably request; 11.1.2 The Supplier is notified promptly in writing of any Action and is given complete authority and information required for the conduct of the defence or settlement of the Action; and 11.1.3 The Supplier shall have the sole control of the conduct of any Action and all negotiations for its settlement or compromise.
12.	<b>Force Majeure</b> 12.1 Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure"). 12.2 The party unable to fulfill its obligations due to Force Majeure will immediately: 12.2.1 notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and 12.2.2 use all responsible endeavours to avoid or remove the cause and perform its obligations.
13.	<b>Waiver</b> No delay, neglect or forbearance by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party.
14.	<b>Severability</b> If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect.
15.	<b>Notices</b> Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other party.
16.	<b>Assignment</b> Neither party may assign, contract, or transfer its rights or obligations under this Agreement without the prior written consent of the other parties, which shall not be unreasonably withheld.
17.	<b>Amendments</b> Any modification to or variation of this Agreement must be in writing and signed by authorised representatives of the Supplier and the Customer.
18.	<b>Entire Agreement</b> The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior Agreements and understandings (if any) with respect to the subject matter of this Agreement.
Initials	<b>ACKNOWLEDGMENT</b> BY INSTALLATION OF THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FORE GOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSED OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE LICENSE DESCRIBED HEREIN