SabrePoint Software End User License Agreement

Scope of this Document:

This Agreement shall apply to and forms part of all versions of SabrePoint Software's Point-of-Sale software (EasiPOS 98) unless the user has otherwise agreed in writing with an EasiPOS 98 dealer or distributor, in which case the alternative agreement will be paramount and will supersede the provisions of this Agreement.

This License Agreement has 3 parts:

- Part I applies if you have not purchased a license to the Software (Trial software).
- Part II applies if you have purchased a license to the Software.
- Part III applies to all license grants.

If you initially acquired a copy of the Software without purchasing a license and you wish to purchase a license, contact SabrePoint Software on the Internet at http://www.sabrepoint.com or at the fax or email addresses provided under the Registration page of the Software. Following payment, SabrePoint Software will issue confirmation that you have purchased a license.

PART I - TERMS APPLICABLE WHEN LICENSE FEES NOT (YET) PAID (ie: during Free Trial period)

GRANT. SabrePoint Software hereby grants you a non-exclusive license to use its accompanying software product (Software) free of charge if your use of the Software is for the purpose of evaluating whether to purchase an ongoing license to the Software. The evaluation period for use by or on behalf of a commercial entity or an individual is limited to 50 starts.

You may use the Software on any number of computers during the evaluation period. Furthermore, there is no restriction on copying or providing the trial software to others for evaluation, provided that any copy must contain all of the original Software's proprietary notices, including this document.

You may not permit other individuals to use the Software except under the terms listed above; modify, translate, reverse engineer, decompile, or create derivative works based on the Software; copy the Software (except as specified above); rent, lease, transfer or otherwise transfer rights to the Software; or remove any proprietary notices or labels on the Software.

DISCLAIMER OF WARRANTY. Since the Software is provided free of charge for the Trial period, the Software is provided on an AS IS basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of the Software is borne by you. Should the Software prove defective, you and not SabrePoint Software assume the entire cost of any service and repair. In addition, the security mechanism implemented by the Software has inherent limitations, and you must determine that the Software sufficiently meets your requirements. This disclaimer of warranty constitutes an essential part of the agreement.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL SABREPOINT SOFTWARE OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL SABREPOINT SOFTWARE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR A LICENSE TO

EasiSuite License.doc

THE SOFTWARE, EVEN IF SABREPOINT SOFTWARE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

PART 2 - TERMS APPLICABLE WHEN LICENSE (REGISTRATION) FEES PAID

GRANT. Subject to payment of applicable license fees, SabrePoint Software hereby grants to you a non-exclusive license to use its accompanying software product (Software) and accompanying documentation (Software) according to the terms below.

You may use the Software on any single computer; use the Software on a second computer so long as the primary user of each copy is the same person and more than one copy is not used simultaneously; and copy the Software for archival purposes, provided any copy must contain all of the original Software's proprietary notices.

You may not permit other individuals to use the Software except under the terms listed above; modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software; copy the Software (except as specified above); rent, lease, transfer or otherwise transfer rights to the Software; or remove any proprietary notices or labels on the Software.

LIMITED WARRANTY. SabrePoint Software warrants that for a period of ninety (90) days from the date of registration, the Software, if operated as directed, will substantially achieve the functionality described in the on-line Help documentation (Documentation). SabrePoint Software does not warrant, however, that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. In addition, the security mechanism implemented by the Software has inherent limitations, and you must determine that the Software sufficiently meets your requirements. SabrePoint Software's sole liability for any breach of this warranty shall be, at SabrePoint Software's sole discretion: (i) to advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (ii) if the above remedies are impracticable, to refund the license fee you paid for the Software. Repaired, corrected, or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date (a) of shipment to you of the repaired or replaced Software, or (b) SabrePoint Software advised you how to operate the Software so as to achieve the functionality described in the Documentation. Only if you inform SabrePoint Software of your problem with the Software during the applicable warranty period and provide evidence of the date you acquired the Software will SabrePoint Software be obligated to honor this warranty. SabrePoint Software will use reasonable commercial efforts to repair, replace, advise or refund pursuant to the foregoing warranty within 30 days of being so notified.

THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY SABREPOINT SOFTWARE. SABREPOINT SOFTWARE MAKES NO OTHER EXPRESS WARRANTY AND NO WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES RIGHTS. THE DURATION OF IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD. NO SABREPOINT SOFTWARE DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

If any modifications are made to the Software by you during the warranty period; if the media is subjected to accident, abuse, or improper use; or if you violate the terms of this Agreement, then this warranty shall immediately be terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or Software other than the unmodified version of hardware and Software with which the Software was designed to be used as described in the Documentation.

EasiSuite License.doc

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL SABREPOINT SOFTWARE OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS THE PURCHASE PRICE PAID FOR A LICENSE TO THE SOFTWARE AND DOCUMENTATION, EVEN IF SABREPOINT SOFTWARE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

PART III - TERMS APPLICABLE TO ALL LICENSE GRANTS

TITLE. Title, ownership rights, and intellectual property rights in and to the Software shall remain in SabrePoint Software and/or its suppliers. The Software is protected by copyright laws and international copyright treaties where stated. If you receive your first copy of the Software electronically, and a second copy on media, the second copy may be used for archival purposes only. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This License gives you no rights to such content.

TERMINATION. The license will terminate automatically if you fail to comply with the limitations described above. On termination, you must destroy all copies of the Software and Documentation.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties.

THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE CONTAINED IN YOUR PURCHASE ORDER.

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. As the Software is supplied on a try-before-you-buy basis, the application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

SabrePoint Software is the small business software trading arm of Maxim Consultants Ltd, Applications Software Developers, 10 Pouwhare St, Whakatane NZ.

Aug 98 issue

EasiSuite License.doc