

Agreement For The Sale of Equipment And License of Software

This document is written in "Plain English". The words "you" and "your" refer to the customer and the words "we" and "our" refer to Intouch 7 Business Systems Ltd.

Intouch 7 Business Systems Ltd

System : _____

Customer: _____

Date: _____

We, Intouch 7 Business Systems Ltd, and you the Customer agree that the following terms and conditions will apply to your order for the purchase of computer system hardware and/or for the license by us of the Licensed Software as identified on the related Order Sheet. The hardware and options, if any, and Licensed Software are referred to herein as the "System".

Purchase Price. The System purchase price and license fee is as mutually agreed and reflected on the accompanying Order Sheet. Which includes Ninety Days free telephone support beginning from date of installation during normal business hours.

Payment Terms. The payment terms are as mutually agreed and are reflected on the accompanying Terms Sheet. You agree to pay such amounts on the Terms Sheet when due. You additionally agree to pay any Late Payment Charge(s) assessed for overdue amounts as mutually agreed and reflected on the Terms Sheet.

Transportation. Delivery will be arranged by us. The cost is included in the accompanying Order Sheet.

Title and Security Interest. Title to the equipment (excluding the Licensed Software) shall pass to you upon your receipt of the System. You grant to us a first priority security interest in the System to secure full payment of the entire purchase price. You agree to execute such further documents (including Financing Statement) as we consider necessary to perfect the security interest.

License of Software. You acknowledge that the Licensed Software is proprietary and unique to us and is protected by copyright law and international copyright treaty. It is furnished and granted to you during the term specified in "Termination" below under a nontransferable, nonexclusive license, for use solely by you in conjunction with the System for your internal business purposes and may not be sublicensed, duplicated, copied, decompiled, decoded, reverse engineered, modified, changed, transferred or disclosed, directly or indirectly. You may maintain an archival copy of the Licensed Software on disk or on a single computer that is used in your business. All rights with respect to the Licensed Software, whether existing or which may come into existence, which are not expressly granted to you in this Agreement are reserved to us. You agree to take any and all necessary precautions to maintain the confidentiality of the Licensed Software and to comply with all copyright and other laws necessary to protect all rights in the Licensed Software. You agree not to remove, conceal or obliterate any copyright or other proprietary notice included in the Licensed Software. As between you and us,

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you acknowledge and agree that we own all right, title and interest in the Licensed Software.

Warranties. The manufacturers of the hardware have warranted to us that the hardware shall be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of their original invoice. We have been authorized to pass these warranties on to you on behalf of the manufacturers. We have no authority to make or pass on any other warranties on behalf of the manufacturers, and you acknowledge that no such warranties have been made. The obligations of the manufacturers under this warranty are limited to service, replacement or repair of any defective parts for the hardware. Where a manufacturer has not provided any such warranty, we agree to provide a one (1) year warranty from the date of our invoice on new hardware. Our obligations here are limited to service, replacement or repair of any defective parts resulting from normal use and service. We warrant that with normal use and service the Licensed Software will substantially conform to our user documentation for a period of (1) year. Our warranty doesn't extend to problems arising from computer viruses and worms, integration of third-party software with the System, electrical, heat, catastrophies, or service or repair by anyone other than our authorized representatives. Our obligation under this warranty is limited to the replacement of nonconforming Licensed Software. WE DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability. In no event shall our total liability exceed the total amount paid by you to us for the System. Our liability shall not include or extend to any claim for or right to recover any other damages, including but not limited to, loss of profit, data, or use of the Licensed Software, or special, incidental or consequential damages.

System Purchase Terms. System deposit required - 50%.
Training and installation fees are payable to consultant immediately upon services rendered.
Travel, hotel, and meals are financially responsible by customer.
Miscellaneous, incidentals, and freight will be billed to customer upon receipt.
All hardware and software is 100% payable in advance, unless specified in the payment terms sheet.
A 25% restocking fee exists within 30 days from the date of signed contract on any hardware items.
All software is non-returnable and non-refundable.
No items are returnable or refundable after 30 days of signed contract.
All customer money is non-returnable and non-refundable after 30 days of signed contract.

User Documentation. One standard User Documentation Manual for each System will be provided by us to you on or before the date of delivery of the System.

Installation and Training. If you purchase Installation and/or Training services, we will install the above referenced System and/or train your staff at your location during mutually agreed time(s) and date(s). Regarding System Installation, you are responsible for making the necessary physical modifications to your premises, for compliance with local laws, for providing cable installation and electrical wiring, and for obtaining any required permits. We are responsible for supervising the unpacking, placement and

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installation of your System equipment. Training Services will be provided by our representative(s). Any Installation and/or Training services will be performed in accordance with the attached Installation and Training Rider.

Payment for Installation And Training Services. If you purchase Installation and/or Training Services, you agree to pay us our prevailing rates for these services and reasonable out-of-pocket travel and incidental expenses incurred by our representatives in rendering such services. All payments are due to us upon your receipt of our invoice for these Services and you understand this payment is in addition to the System Purchase Price defined above.

Right to Inspect. You will allow us, on reasonable notice and during your regular business hours, to inspect the System so that we can verify your compliance with the terms of this Agreement.

Termination. The term of the license for the Licensed Software will continue until we terminate the license as provided in this paragraph. We may terminate the license for the Licensed Software if we give written notice specifying your failure or default in your obligations to us and you fail to cure the failure or default within 30 days (15 days in the case of a default in payment) after you receive notice. On termination of the license, you agree to immediately cease using the Licensed Software and to return all proprietary information, software and user information to us. You acknowledge that, at our sole and absolute discretion, we may render the Licensed Software inoperable on Termination. Your obligations under this Agreement shall survive Termination of the license to the Licensed Software.

Venue. This Agreement shall be covered by the laws of the Republic of Ireland as those laws are applied by the Irish courts to contracts between Irish residents made and to be performed within the Republic of Ireland.

Severability. If any provision of this Agreement is held to be unenforceable, the remaining portions of this Agreement will remain in full force and effect.

Miscellaneous. This Agreement along with the related Data Sheet, Order Sheet(s), Terms Sheet, Installation and Training Rider (if applicable), Software Support And Update Agreement (if applicable), Promissory Note (if applicable), and Personal Guaranty(s) (if applicable), is the entire agreement between us and supersedes all proposals, written or oral, and all other communications between us. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if agreed to by these parties and made in writing. This Agreement shall be binding upon all your successors and assignees.

Authorization. Each person signing this Agreement has full power and authority to enter into this Agreement, and the person signing this contract for each has been properly authorized to enter into this contract.

By Customer:

By Intouch 7 Business Systems Ltd

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Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____