

## **SOFTWARE RESELLER AGREEMENT**

This Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 201\_\_ (the “Effective Date”) by and between **Sazu Technologies**. Here after addressed as (“**SAZUTECH**”) with principle place of business at **Henan Jie 1450, Hunchun, Jilin China** and \_\_\_\_\_, here after addressed as (“**Reseller**”) with address for the purpose of this Agreement at \_\_\_\_\_ (email: \_\_\_\_\_).

This contract is not effective until executed by **Reseller**, and received and accepted by **SAZUTECH** by an electronic approval confirmation letter.

Whereas, SAZUTECH has developed, owns, and licenses certain software (the “Products”) described in **Term “A”** and the Reseller is in the business of remarketing existing software and technology products to end users, NOW THEREFORE, it is agreed:

### **1. Nonexclusive Appointment**

Upon acceptance of this Agreement by SAZUTECH, Reseller is hereby appointed a nonexclusive reseller of the Products pursuant to this Agreement. Reseller accepts such appointment and agrees to serve as a reseller of the Products to end users as provided herein. Reseller understands and shall inform end-users (“Customers”) that the use of the Products is dependent upon Customers agreeing and adhering to the SAZUTECH End User License Agreement (EULA) where applicable which shall be provided by Reseller to each Customer accordingly.

This Agreement is not exclusive to Reseller and SAZUTECH reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the Products and value added versions thereof anywhere in the world. Reseller shall not purchase the Products for Reseller’s own use, or for resale to a sister company having the same effect.

### **2. License**

2.1 Reseller is hereby authorized to grant End Users a limited, non-exclusive, non-transferable, and non-assignable license to download, install, and use a single copy of each software Product onto a single network server or workstation or device. Reseller shall have the right to sub-license and distribute the Products to End Users pursuant to the

terms and limitations of this agreement. Such License shall also be subject to the provisions of all Terms, including Term “B”, SAZUTECH End User License Agreement. Reseller may not reproduce or distribute any Product bundled with the products of any other person or entity.

2.2 Reseller shall have no rights to Source Code to any Product and Reseller shall not have any rights to create any Derivative Works or make translations of the Products and shall not disassemble, decompile, reverse assemble, reverse compile, recompile or make extracts from such Products or attempt to determine the Source Code or permit others to do so.

2.3 No License is granted for any Use or reproduction of any Product for which the required Per Copy Royalty has not been made by Reseller.

### **3. Pricing and Taxes**

Reseller’s price per Product for an order is set forth in Term “A”. All pricing and fees stated above are exclusive of taxes and other fees. Except for taxes based on SAZUTECH income, Reseller shall pay any federal, state, local and foreign taxes, fees or duties imposed on the sale, export, use or possession of the Products, including penalties and interest. Reseller will promptly pay to SAZUTECH an amount equal to any such items actually paid or required to be collected and paid by SAZUTECH. SAZUTECH may, in its discretion, change the purchase price upon notice to Reseller and Term “A” shall be deemed amended accordingly.

Reseller agrees to provide SAZUTECH the names, addresses and phone numbers of its clients for the Products as well all feedbacks from its clients regarding the Products.

### **4. Product Changes**

SAZUTECH has the right to modify, alter, amend or delete portions from the software Products at any time at its discretion. Reseller may not alter, merge, modify or adapt the Products in any way including reverse engineering, disassembling or decompiling. Unauthorized reproduction or distribution of the Products, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. In Spain, this type of violation will result in a minimum of a felony charge with a fine of up to € 500.000.00 and up to 5 years imprisonment.

## 5. Marketing and Promotional of Products

### 5.1 Promotion.

Reseller shall use its best efforts to market and promote Products to End Users in the Market, including by:

- (a) Attendance by Reseller at trade shows at which Reseller promotes the Products.
- (b) Listing the Products in Reseller's product lists and Reseller's other marketing materials.
- (c) Advertising the Products in trade journals, magazines, and other appropriate publications
- (d) Upon SAZUTECH request, translating and distributing SAZUTECH press releases and other publicity and sales materials in the Market.

### 5.2 Marketing Practices.

Reseller will at all times perform hereunder in a professional manner and in accordance with this Agreement and any guidelines issued by SAZUTECH. Reseller will:

- (a) Conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of SAZUTECH;
- (b) Avoid deceptive, misleading or unethical practices that are or might be detrimental to SAZUTECH, the Products or the public, including but not limited to disparagement of SAZUTECH or the Products;
- (c) Make no false or misleading representation with respect to SAZUTECH or the Products.
- (d) Make no representations with respect to SAZUTECH or the Products that are inconsistent with SAZUTECH's end user license agreement for the Products, promotional materials and other literature distributed by SAZUTECH, including all liability limitations and disclaimers contained in such materials.

### 5.3 Promotional Materials.

Reseller consents to the listing of its business name, address, phone number and web site addresses in such SAZUTECH advertising and promotional materials as SAZUTECH

may determine in its sole discretion, including product literature and SAZUTECH's web sites. During the term of this Agreement, SAZUTECH may provide to Reseller promotional anything to the contrary herein; Reseller may not distribute any Reseller created promotional materials with respect to SAZUTECH or the Products materials with respect to Products. Reseller may not use the promotional materials for any purpose other than advertising and promoting the Products to End Users in the Market. Not with standing without SAZUTECH prior written approval of such materials.

#### 5.4 Privacy/Data Collection.

Reseller will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing or alteration. Reseller will act only on SAZUTECH instructions in relation to the collection, use, disclosure and processing of any such End User data, but in all instances in accordance with all applicable laws, rules and regulations.

### **6. Intellectual Property**

SAZUTECH retains all ownership rights to all applicable copyrights, trade secrets trademarks, service marks, trade names and other intellectual property rights in the Products. Reseller shall not

- (i) Copy, modify or reproduce a Product or accompanying documentation in any way
- (ii) Reverse engineer, disassemble, or decompile a Product
- (iii) Remove, obscure or alter the SAZUTECH proprietary notices, any accompanying End User License Agreement or other documentation for a Product.
- (iv) Incorporate a Product into any other software or hardware product.
- (v) Private label any Product or any portion thereof or include any other party's marks or legends on a Product or any portion thereof. Any documentation accompanying a software product shall also be deemed part of the Product and delivered to each end user as a complete Product.

SAZUTECH grants Reseller a non-exclusive, royalty-free license to use the SAZUTECH trademarks, service marks, and trade names for the purpose of advertising, promoting, merchandising and marketing the Products. Reseller agrees that all such material relating to the Product shall identify SAZUTECH as



the source of the Products and otherwise comply with the Software Redistribution Guidelines attached as Term "C" to this agreement. Reseller will discontinue all use of SAZUTECH marks and names promptly upon the termination or expiration of this Agreement.

## **7. Warranties**

7.1 Reseller and its end-user customers alone are responsible for determining if the Product meets their particular needs, for installing the Product software, and for the results obtained.

7.2 SAZUTECH determines in its discretion (INCLUDING ANY SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXCEPT FOR THE SOFTWARE WARRANTY PROVIDED ABOVE. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SETECS EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT IN NO EVENT SHALL SAZUTECH BE RESPONSIBLE FOR ANY LOSS OF PROFIT OR OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE, EVEN IF SAZUTECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SAZUTECH LIABILITY ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE INITIAL ORDER AMOUNT SET FORTH ON THE ORDER FORM FOR THE PRODUCT.

SAZUTECH reserves the right to change the warranty policy set forth in the limited warranty contained in the End User License Agreement at any time without further notice and without liability to Reseller or any other person.

### **7.3 Indemnification by Reseller.**

Reseller will indemnify, defend and hold harmless SAZUTECH from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Reseller relating to its activities in connection with this Agreement, Reseller's breach of this Agreement, or Reseller's misrepresentations relating to SAZUTECH, the Products or this Agreement, regardless of the form of action. Reseller will be solely responsible for any claims, warranties or representations made by Reseller or Reseller's representatives or agents



which differ from the warranties provided by SAZUTECH in the applicable end user license agreement.

#### 7.4 Infringement.

SAZUTECH agrees to defend or, at its option, settle any claim or action against Reseller to the extent arising from a third party claim that a permitted use of a Product by End Users infringes any Spanish patent or copyright, provided SAZUTECH has control of such defense or settlement negotiations and Reseller gives SAZUTECH prompt notice of any such claim and provides reasonable assistance in its defense. In the event of such a claim of infringement, SAZUTECH, at its option, may provide Reseller with substitute Products reasonably satisfactory to Reseller to replace those affected Products then in Reseller's inventory. SAZUTECH will not be liable under this Section if the infringement arises out of Reseller's activities after SAZUTECH has notified Reseller that SAZUTECH believes in good faith that Reseller's activities will result in such infringement. The foregoing states the entire liability of SAZUTECH with respect to infringement of intellectual property rights.

### **8. Duties of Reseller**

8.1. SAZUTECH Promotion: Reseller agrees to promote SAZUTECH Products on its own website with all the products Reseller carries.

8.2. Technical Support: Reseller will support end users by providing technical support in the means of email and phone if needed.

8.3. General: In carrying out this Agreement, Reseller will conduct itself in an ethical, professional and lawful manner, will exercise its best efforts to achieve a high level of customer satisfaction, and will refrain from doing anything to impair the reputation of SAZUTECH.

### **9. Relationship of the Parties**

It is expressly understood and agreed that the relationship between the parties is solely that of "Seller" and "Reseller". Reseller is not, and shall not be, a partner, agent, representative or joint venture of SAZUTECH. Reseller has no authority to assume or create any obligation for or on behalf of SAZUTECH, express or implied with respect to the Products or otherwise.



## **10. Confidential Information**

### 10.1 “Confidential Information includes:

(a) The Products; (b) any personally identifiable data or information regarding any End User; (c) any and all information disclosed by SAZUTECH to Reseller, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (d) any notes, extracts, analyses or materials prepared by Reseller which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (e) the terms and conditions of this Agreement. “Confidential Information” does not include information received from SAZUTECH that Reseller can clearly establish by written evidence: (x) is or becomes known to Reseller from a third party without an obligation to maintain its confidentiality; (y) is or becomes generally known to the public through no act or omission of Reseller; or (z) is independently developed by Reseller without the use of Confidential Information.

10.2 Reseller's Obligations. Reseller will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, Reseller will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly provided in this Agreement, Reseller will not use, make or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of SAZUTECH. In the event that Reseller is required to disclose Confidential Information pursuant to law, Reseller will notify SAZUTECH of the required disclosure with sufficient time for SAZUTECH to seek relief, will cooperate with SAZUTECH in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

## **11. Term and Termination**

11.1 Term. This Agreement shall be effective for a term of one year from the Effective Date. It shall be automatically extended for further one-year terms unless either party gives written notice to the other at least 60 days before the expiration of the initial or any renewal term of the party's intent not to renew.

11.2 Termination. Notwithstanding anything in this Agreement that may be interpreted to the contrary, SAZUTECH may terminate this Agreement without cause and without liability upon 30 days' prior written notice to Reseller. Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 10 days of written notice that specifies the breach.

11.3 Effect of Termination. Upon termination of this Agreement, Reseller will cease all advertising, marketing and resale of the Products. Termination of this Agreement will not affect either party's rights or obligations with respect to Products distributed by Reseller prior to the effective date of the termination.

11.4 No Liability for Termination. Neither party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section 10. Reseller acknowledges and agrees that SAZUTECH is not responsible for Reseller's dependence on revenues hereunder, and Reseller agrees to release, hold harmless and indemnify SAZUTECH from any and all claims and liabilities relating to Reseller's revenues, financial forecasts or economic value that may result from any termination by SAZUTECH of this Agreement as permitted hereunder.

11.5 Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

## **12. Assignment.**

Neither this Agreement nor any rights or obligations of Reseller hereunder shall be assignable or transferable by Reseller, in whole or in part, by operation of law or otherwise, without the prior written consent of SAZUTECH. Any attempted assignment, subcontract or other transfer of this Agreement or any of Reseller's rights or obligations hereunder will be void abolition and will be considered a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

## **13. Notices.**

Any notices or other communications required or permitted hereunder shall be in writing and personally delivered at the principal business addresses designated at the beginning of this Agreement, or mailed by registered or certified mail, return receipt requested, postage prepaid, at the address set forth above, or to such other address or addresses as



may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notwithstanding the foregoing, SAZUTECH may give notice of changes in Prices, Product descriptions, order procedures, delivery procedures and other routine events and procedures by way of printed materials or newsletter. SAZUTECH shall not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its control. Reseller shall be required to accept any delayed shipment or delivery made within a reasonable time.

#### **14. Exporting and Compliance with Laws**

Reseller shall be exclusively responsible for the procurement and renewing of all export or import licenses required under the Spanish or foreign law for the export or import of the Products and shall pay all costs and other expenses in connection with such procurement and renewal. Reseller agrees to comply with any applicable export or import laws of the Spain or any foreign country with respect to the export of the Products from the Spain. Reseller shall be exclusively responsible at its own expense for compliance with all local laws relating to the Products in the countries in which Reseller sells the Products.

#### **15. General Provisions**

15.1 This agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein. In the case of conflict between this Agreement and Reseller purchase orders issued for the Products, the terms of this Agreement shall prevail.

15.2 Reseller and SAZUTECH agree that this Agreement and the Products including all information related to the Products that is disclosed to the Reseller as a result of this Agreement, (i) constitutes the proprietary and confidential information of SAZUTECH; (ii) shall be used by the Reseller only as required to exercise the license granted under this Agreement; and (iii) shall be held in confidence and shall not be made available in any form to any person or entity other than Reseller, without the express written consent of SAZUTECH. SAZUTECH agrees that the Reseller shall be permitted to disclose relevant aspects of the Products and related SAZUTECH information to its customers, but solely to the extent that such disclosure is directly related to the customer's use of the Product and provided that the Reseller shall take all reasonable steps to ensure that the Product is not duplicated in contravention of the Agreement.



<http://www.sazutech.com>

E-mail: [info@sazutech.com](mailto:info@sazutech.com)

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15.3 This Agreement is not assignable by Reseller. Any amendments or waivers of this Agreement must be in writing signed by both parties.

15.4 In any action between the parties to enforce any term of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorney fees.

15.5 Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered to the party at the address set forth above (including by facsimile and electronic mail).

15.6 If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15.7 This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**By signing below, SAZUTECH and the Partner agree to the terms of this Agreement.**

**Sazu Technologies**

Reseller \_\_\_\_\_

D/B/A: SAZUTECH

D/B/A: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Term “A”

#### **RESELLER PRICE LIST**

Reseller shall pay to SAZUTECH license fees based on **Credits (x)** as described below for each SAZUTECH product sold (licensed) during the term period of this Reseller agreement.

All prices for the Products provided by SAZUTECH to Reseller are in EURO. SAZUTECH has the right to revise the prices for the Products to Reseller upon thirty (30) days written notice. Such revisions shall apply to orders received by SAZUTECH on or after the effective date of the revision.

(Each Activation Code for the product has a separate price, expressed as number of credits.)

Reseller shall agree with the minimum purchase requirement.

**1 Credit = 9 Euro**

**Minimum Credit Purchase Requirement = 50x**

#### **Product For Windows Operating System**

Serial No:	Product Code	Product Name	Credits (x)
1	6625	mEasyPOS Manager (Windows)	10x
2	7528	mEasyBar Module (Windows)	3x

#### **Product for Android (Tablet and Smart Phone)**

Serial No:	Product Code	Product Name	Credits (x)
1	7156	mEasyPOSApp (Android)	1x
2	7208	mEasyWaiterApp (Android)	1x
3	7284	mEasyKitchenApp (Android)	5x
4	7286	mEasyMenu (Android)	0.6x
5	7287	mEasyMenuApp (Android)	0.3x

## Term "B"

### **SAZUTECH END USER LICENSE AGREEMENT**

#### **IMPORTANT - PLEASE READ CAREFULLY:**

**This End User License Agreement ("Agreement")** constitutes a valid and binding agreement between **Sazu Technologies (sister concern of Sazu Technologies)** (together with its affiliates, successors and assigns "SAZUTECH") and you ("you," or "your") for the use of the SAZUTECH Software, as the term are defined below. You must enter into this agreement in order to install and use SAZUTECH Software.

**BY INSTALLING AND USING THE SAZUTECH SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SAZUTECH SOFTWARE.**

#### **1. License Grant**

Subject to the terms of this Agreement, SAZUTECH hereby grants you a limited, non-exclusive, non-sub licensable, non-assignable license to download, install and use a single copy of the SAZUTECH Software, including any online or enclosed documentation, data distributed to your computer for processing and any future programming fixes, updates and upgrades provided to you (collectively, the "SAZUTECH Software"), onto a network server or computer workstation for your sole use to install, interact with and utilize the SAZUTECH Software, including the content and features contained therein. This license may not be shared, transferred to or used concurrently on different servers or workstations.

#### **2. License Restrictions**

(a) Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the SAZUTECH Software or any copy thereof; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the SAZUTECH Software; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the SAZUTECH Software, including, without limitation, through sublicense, to any other entity without the prior written consent of SAZUTECH; (iv) export or re-export the SAZUTECH Software in violation of Spain export laws; (v) use the SAZUTECH Software for any commercial purpose or

the benefit of any third party or charge any person for the use of the SAZUTECH Software; or (vi) use the SAZUTECH Software to, or in any way that would violate any applicable law, regulation or ordinance; (vii) collect any information or communication about the users of the SAZUTECH Software by monitoring, interdicting or intercepting any process of the SAZUTECH Software; and (viii) use any type of bot, spider virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used to provide a means of surreptitious or unauthorized access or that are designed to distort, delete, damage or disassemble the SAZUTECH Software. Furthermore, you may not use the SAZUTECH Software to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the SAZUTECH Software, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) is harassment or a violation of privacy or threatens other people or groups of people; and (F) impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

(b) The SAZUTECH Software contains confidential and trade secret information owned or licensed by SAZUTECH, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.

(c) The SAZUTECH Software may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to the terms and conditions of the applicable third party license agreements, and you agree to look solely to the applicable third party and not to SAZUTECH to enforce any of your rights. All modifications or enhancements to the SAZUTECH Software remain the sole property of SAZUTECH. SAZUTECH reserves the right to add additional features or functions to the SAZUTECH Software. When installed on your computer, the SAZUTECH Software periodically communicates with SAZUTECH servers. You acknowledge and agree that SAZUTECH has no obligation to make available to you any subsequent versions of its software applications.

### **3. Permission to Utilize**

In order to receive the benefits provided by the SAZUTECH Software, you hereby grant permission for the SAZUTECH Software to utilize the processor and bandwidth of your computer for the limited purpose of facilitating the communication between other SAZUTECH Software users. You understand that the SAZUTECH Software will protect



the privacy and integrity of your computer resources and communication and ensure the unobtrusive utilization of your computer resources to the greatest extent possible.

#### **4. Proprietary Rights**

The SAZUTECH Software contains proprietary and confidential information of SAZUTECH, including copyrights, trade secrets and trademarks contained therein, which are protected by international copyright laws. Title to and ownership of the SAZUTECH Software, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of SAZUTECH and its suppliers, and except for the limited license granted to you, SAZUTECH reserves all right, title and interest in and to the SAZUTECH Software. You shall not take any action to jeopardize, limit or interfere with SAZUTECH ownership of and rights with respect to the SAZUTECH Software. You acknowledge that any unauthorized copying or unauthorized use of the SAZUTECH Software is a violation of this Agreement and copyright laws and is strictly prohibited

#### **6. Your Representations and Warranties**

(a) You represent and warrant that

- (i) You possess the legal right and ability to enter into this Agreement and to comply with its terms
- (ii) You will use the SAZUTECH Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies
- (iii) You will not attempt to decompile, reverse engineer or hack the SAZUTECH Software to defeat or overcome any encryption and/or other technical protection methods implemented by SAZUTECH with respect to the SAZUTECH Software and/or data transmitted, processed or stored by SAZUTECH or other users of the SAZUTECH Software
- (iv) You will not take any steps to interfere with or in any manner compromise any of SAZUTECH security measures, any other individual's or entity's computer on the Network and/or otherwise sharing Services,
- (v) You will always provide and maintain true, accurate, current and complete information as requested by SAZUTECH

- (vi) You will only use the SAZUTECH Software on a computer/Device on which such use is authorized by the computer's/Device owner.
- b) You agree that you will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the SAZUTECH Software, except to remove the SAZUTECH Software from device of which you are an owner or authorized user in a manner permitted by this Agreement. You may not violate or attempt to violate the security of the SAZUTECH Software. SAZUTECH reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.
- (c) If SAZUTECH has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, SAZUTECH may terminate this license, deny any or all use of the SAZUTECH Software, and pursue any appropriate legal remedies.

## **7. Indemnity**

You agree to indemnify, hold harmless and defend SAZUTECH and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by SAZUTECH arising out of or relating to your (a) violation or breach of any term of this Agreement or any policy or guidelines referenced herein, or (b) use or misuse of the SAZUTECH Software.

## **8. Disclaimer of Warranties**

(a) THE SAZUTECH SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY SAZUTECH, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SAZUTECH SOFTWARE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SAZUTECH FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SAZUTECH SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE,

UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES SAZUTECH WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(b) YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SAZUTECH SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) THE SAZUTECH SOFTWARE IS UTILIZED AND DISTRIBUTED BY THIRD PARTIES WHICH ARE UNRELATED TO SAZUTECH. YOU ACKNOWLEDGE THAT INSTALLATION OF THE SAZUTECH SOFTWARE WILL ALLOW THIRD PARTIES WHO ARE NOT AFFILIATED WITH SAZUTECH THE ABILITY TO COMMUNICATE WITH YOUR COMPUTER ("OUTSIDE PARTIES"). YOU AGREE THAT SAZUTECH WILL NOT BE LIABLE FOR ANY DAMAGE, CLAIM OR LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS STATED IN PARAGRAPH 8(a) ABOVE, RESULTING FROM ANY ACTIONS OR OMISSIONS OF THE OUTSIDE PARTIES.

(d) As some jurisdictions do not allow some of the exclusions set forth in this Section 8, some of these exclusions may not apply to you.

## **9. Limitation of Liability**

(a) IN NO EVENT SHALL SAZUTECH, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR NETWORK SERVICE PROVIDERS BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SAZUTECH SOFTWARE, EVEN IF SAZUTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Support for the SAZUTECH Software is not provided directly by SAZUTECH. Please refer to Reseller's documentation to understand your rights, if any, to technical or product support to the SAZUTECH Software.



(c) As some jurisdictions do not allow some of the exclusions set forth in this Section 9, some of these exclusions may not apply to you.

## **10. Electronic Signatures and Agreements**

You acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links or methods as may be designated by SAZUTECH to download the SAZUTECH Software to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SAZUTECH SOFTWARE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

## **11. General Provisions**

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*Correct:* “mEasyPOS” software.

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*Incorrect:* “mEasyPOS™ users”

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