

# **SYSTEM3 POS CANADA INC.**

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"The license agreement is a legal contract between the end user obtaining the software license ["you"] and SYSTEM3. This agreement sets forth the bounds in which you may use the SOFTWARE and our rights as developer of the software package. The SOFTWARE is sold with Restricted Rights and is protected by International Copyright Laws."

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### **LIMITED WARRANTY**

This warranty is extended only to the original end user of this copy of the SOFTWARE.

"SYSTEM3 warrants that the SOFTWARE will perform substantially in accordance with the accompanying written materials provided by SYSTEM3 for a period of 3 months from the date of receipt, and that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use. No written or verbal information given by SYSTEM3 will increase the scope of this warranty. There is no warranty after the expiration of the warranty period."

"If the product fails to comply with the above warranty our entire liability and your exclusive remedy will be the replacement of disks or a refund in the amount of the purchase price of the SOFTWARE or a reasonable portion thereof. The limited warranty only applies if you return all copies of the SOFTWARE, as well as documentation, to SYSTEM3 within 3 months from the date of receipt. SYSTEM3 will undertake to correct within a reasonable period of time any reported ""SOFTWARE Error"" [bug, error, or omission], correct errors in the documentation, and replace magnetic media which proves defective in materials and workmanship on an exchange basis without charge. "

"THESE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SYSTEM3 POS BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, OR MONEYS RESULTING FROM A FAILURE WITHIN THE PRODUCT, LOSSES RESULTING FROM A BUSINESS INTERRUPTION, DAMAGED BUSINESS INFORMATION WITH RESPECT TO A SYSTEM FAILURE, ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, NO MATTER HOW ARISING, EVEN IF SYSTEM3 POS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

"In jurisdictions where excluding or limiting implied warranties or limiting liability for incidental or consequential damages is not allowed under common or statutory law, the warranty and liability limitations as contained herein shall be enforceable in such jurisdictions to the fullest extent permitted under applicable laws thereunder."

## **GENERAL**

"In the event that we completely discontinue operations and no other company obtains the rights to the SOFTWARE, all copy protection will be removed from the SOFTWARE and the new version will be made available to you. At this time, the source code will be placed into public domain and will also be made available."

"If any provision of the agreement is found to be unlawful, void, or unenforceable, then that provision shall be severed from this agreement and will not affect the validity and enforceability of any of the remaining provisions. This agreement shall be construed under and governed by the laws of the Province of Ontario, Canada. Each party hereto agrees to submit to the personal jurisdiction and venue of the Provincial and federal courts located in Windsor, Ontario, Canada in the event litigation to enforce the terms and conditions of this Agreement is necessary. Venue for any such action shall be Windsor, Ontario, Canada"

I have read and accept the above licensing agreement on the behalf of:

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

Customer's Signature: \_\_\_\_\_

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

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