

POS support

software licensing agreement

IMPORTANT PLEASE READ CAREFULLY

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This Software License Agreement (SLA) is between the Customer (either individual or company) and TriniTEQ International Pty. Ltd. and its subsidiaries (TriniTEQ) for the following software products (TriniTEQ Software):

- WaiterPOS
- WaiterPAD™
- TriniTEQ Platform
- Time Manager
- Contact CRM
- Sales Manager
- Reservation Manager
- Stock Manager
- Market Manager
- Gift Manager
- And any additional or future software registered to TriniTEQ.

An amendment or addendum to this SLA may accompany the software in PDF format. The TriniTEQ Software supplied is covered by Australian and International Copyright law. The Customer agrees to be bound by the terms of this SLA by installing and using the TriniTEQ Software.

TriniTEQ grants to the Customer a non-exclusive, non-transferable, personal license to use the Software for the purposes described in the POS Customer Support Agreement. The Customer will not copy, or permit any other party to copy, the Software or any part of it. The Customer must not sell or purport to sell any copies of the Software. All copies of the Software, including copies made by the Customer, are the property of TriniTEQ. The Customer will not reverse engineer, decompile, disassemble or otherwise interfere with the Software, or permit any other party to do any such act. Each of the above terms is subject to the Customer's rights under the Copyright Act of Australia, and International Copyright Law. The Customer must not disable or attempt to disable any device installed in the Software which controls its security or use. TriniTEQ retains ownership of the source code for the Software which will not be provided to the Customer in any circumstances.

- Grant of License:** TriniTEQ Software users will be unable to run licenses without the presence of a TriniTEQ license dongle, or license server key excluding the WaiterPAD software. If a TriniTEQ license dongle, or license server key is not present, then the Customer will be required to purchase an additional product license (Unless otherwise directed by TriniTEQ). TriniTEQ allows the Customer the following rights provided that the terms and conditions of this SLA are maintained.
 - 1.1. Installation and use of TriniTEQ software. The Customer may:
 - 1.2. install and use a single license of TriniTEQ Software on one device, hand held, touch screen, laptop, server, or personal computer.
 - 1.3. install an additional single copy of the TriniTEQ Software onto a server, laptop or personal computer for the purposes of back office management. Please note: this requires a valid TriniTEQ license dongle, or license server key.
- Use of Data:** The Customer will allow TriniTEQ staff and representatives to gather, store and use technical data for the purposes of software support. For the terms and conditions with regards to the Customer's privacy, please refer to TriniTEQ's Privacy Policy on our website www.triniteq.com
- Links to Third Party Products:** TriniTEQ will not be liable for any third-party products and only provide the ability to link to third party products for ease of use. If difficulties occur with TriniTEQ's links to third party products, TriniTEQ will endeavor to correct the situation. However, if the problem can be sourced back to the third-party product, then TriniTEQ will refer the problem to the appropriate contact with the third party. It is then the responsibility of the third-party product/company to act on the advice of TriniTEQ.
- Additional Software and Services:** This SLA applies to all current and future TriniTEQ products including minor and major upgrades, service patches and any add-on components. Additional amendment or addendum to this SLA for the purposes of upgrading may accompany the software in PDF format unless otherwise requested.
- Not for Resale Software:** TriniTEQ may provide demonstration, test, or evaluation software. Such software is strictly Not for Resale (NFR). NFR Software may not be sold or transferred for value or used for any purpose other than the demonstration, test or evaluation of TriniTEQ's products.
- Division of Components:** TriniTEQ's software range are single purpose products only. Product components cannot be separated or altered for use on more than one device, hand held, touch screen, laptop, server, or personal computer.
- Software Transfer:** If transferring of software is required the Customer may transfer to another device, touch screen, laptop, server, or personal computer. However, the Customer must first notify TriniTEQ management prior to transferring and/ or removing TriniTEQ software, and completely remove the software and dongle or license service key from the original device, touch screen, laptop, server, or personal computer. Transferring of the WaiterPAD software is not permitted under any circumstances. TriniTEQ must be contacted directly with regards to the transferring of any WaiterPAD software.
- Termination:** If the Customer fails to comply with this SLA TriniTEQ may choose to terminate any agreements held with the Customer. TriniTEQ understands that errors or misunderstandings may occur and will take this into consideration before termination processes are executed.
- Back Up of Data:** Regular back up files are to be maintained by the Customer and TriniTEQ is not liable for any indirect, special, incidental, or consequential damages (including damages for loss of business, loss of profits or investment, of the like) if backing up of information and/ or data has not occurred.
- Limitation of Liability:** The maximum liability of TriniTEQ shall be limited to the amount paid by the Customer to TriniTEQ for the software component of the original purchase. To the maximum extent permitted by applicable law, neither TriniTEQ nor any of its distributors, dealers, subcontractors, or subsidiaries shall be liable for any indirect, special, incidental, or consequential damages (including damages for loss of business, loss of profits or investment, of the like) of the Customer even if TriniTEQ has been advised of the possibility of such damages or loss.

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Entire Agreement: The terms and conditions contained in this agreement constitute the entire agreement between the Customer and TriniTEQ and supersede any contradictory terms of any previous agreements, whether oral or written, between the Customer, and TriniTEQ, and any other person(s) or party.

TriniTEQ Third-party Hardware and Software Policy.

TriniTEQ has the following policy regarding the use of third party hardware and components, and third-party software/ components within its devices:

1. TriniTEQ's International Pty. Ltd. Warranties do not apply to products that are not TriniTEQ-branded and/ or not sold by TriniTEQ. Non-TriniTEQ branded/ supplied products may have the benefit of a manufacturer's warranty provided by the product manufacturer. Such third-party warranties including all maintenance, and repairs are the complete responsibility of the purchaser.
2. If the act of repairing or replacing equipment by a third-party also requires TriniTEQ to perform additional work charges for such work may apply.
3. If a customer uses a third-party component in a TriniTEQ supplied device, and a fault is traced to the use of this third-party component/ software, then at the discretion of TriniTEQ, support and warranty service may be withheld and charges may be incurred for any work required to determine the cause of the fault.
4. If a product fault is determined to not be related to the use of third-party components, then TriniTEQ will continue to support the customer per our standard POS customer support agreement terms and conditions/policies
5. If hardware is replaced, and the fault is determined to have been caused by the installation of a third-party component, TriniTEQ reserves the right to charge reasonable time and material rates for the service provided.
6. At no time will hardware RMA support be provided on third-party provided components.