ADDITIONAL TERMS

1. CFP strives to ensure that the Software is error free. Should the Customer locate an error in the Software CFP will use its best endeavours to remedy the error (or suggest a way of circumventing it) within two working days from the receipt of notification of the error.

2. CFP will not be liable under the law of tort, contract or otherwise for any loss of profits or savings or for any indirect or consequential loss or damage howsoever caused arising from the use of the Software. CFP's liability arising out of any claim for damages for any cause whatsoever will not under any circumstances exceed the lesser of either twelve months Licence Fee or the total of the Licence Fees paid to it by the Customer.

3. Apart from the warranties given in clause 9 above CFP makes no warranties or representations regarding the Software. All warranties and conditions including any as to merchantability or fitness for a particular purpose expressed or implied by statute or common law are expressly excluded.

4. CFP or its representative will provide an explanation to the Customer of the importance of backing up computer data and information as to how this is done. The Customer acknowledges that responsibility for ensuring that regular backups are actually taken rests solely with the Customer.

5. CFP is entitled to assign its rights under this agreement and in the Software either by sale or by way of security PROVIDED THAT such assignment be subject to the rights of the Customer in accordance with this agreement.

6. This agreement operates for an indefinite term from the Commencement Date and continues until ended by either party giving the other one months notice in writing. Either party may end the agreement immediately if the other party becomes bankrupt or goes into receivership or liquidation or makes any arrangement for the benefit of its creditors or becomes subject to official management or commits any breach of its obligations under this agreement and fails to remedy such breach within fourteen days of receipt of written notice from the other party requesting it so to do.

7. Upon termination of this agreement for any reason the Customer will immediately cease using the Software and will ensure that the Software is removed from its Hardware. The Customer will forthwith return to CFP all manuals, disks and other materials relating to the Software and provide CFP with a written undertaking that it has not retained any copies in any form. The Customer acknowledges that the Software contains a time lock and requires regular re-validation by CFP in order to continue operating.

8. If any provision of this agreement shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement. This agreement is governed by the laws of New Zealand.

Registration details:

Customer Name

Real Estate Firm

Salesperson's Code (from Office system)

Customer No. (from CFP registration system)