

**IMPORTANT NOTICE:**

**The agreement contains terms and conditions which:**

- a. may limit the risk or liability of IQ Retail;**
- b. may compel you to indemnify IQ Retail;**
- c. may create risk or liability for you; and**
- d. may serve as an acknowledgment of fact by you.**

**Your attention is drawn to this fact and you should read the agreement carefully.**

1. FOR VALUE RECEIVED, the undersigned jointly and severally agree to indemnify and exempt IQ Retail (Proprietary) Limited ("**the Company**") from any claim, loss damage or suit, arising from the following:
  - 1.1. converting to IQ Retail software products;
  - 1.2. usage of the Zero Program; and
  - 1.3. changes made to the current database; and
  - 1.4. changes made to the current reports and stationery layouts; and
  - 1.5. importing of data into IQ Retail system databases via external or third party application, including the Dbisam program; and
  - 1.6. unauthorized data changes made via Dbisam SQL queries or any other SQL utility or program.
2. Subject to any applicable law, whilst all possible care is taken to ensure the accuracy of information presented by the conversion the Company expressly disclaims all representations and warranties, expressed or implied, concerning the software of the installation, including without limitation any implied warranties of fitness for a particular purpose, merchantability or otherwise.
3. Subject to any applicable law, in no case shall the Company, its Directors or employees be held liable for any incidental, punitive, special or consequential damages, arising from the use of the

software of the installation or related in any way to the use of the client's use of the software or the installation.

4. I, ..... , the Value Added Reseller ("**VAR**") acknowledges and accepts all responsibility for any loss of data and/or damages and/or loss of income incurred by the Client:
  - 4.1. should a conversion be undertaken by any party other than the Company and/or by the VAR using third party products and services, including, but not limited to, damages and/or loss of income resulting from the unauthorised modification of client data and information, which renders the system unstable and/or results in the incorrect representation of data and information;
  - 4.2. should the VAR import data into the Client's system using the VAR's own means not supplied by the Company or by using third party products and services which causes the system to compute or function in an unintended manner; and
  - 4.3. should the VAR use the Company's system incorrectly to modify and/or create reports which do not produce the correct results or values.
5. The Company does not authorize any modification of client data or information and accepts no liability for such modification by the VAR.
6. In the event of a conversion done by the Company, where the conversion needs to be redone because of inaccurate information being given to its staff the cost of the conversion will be billed for each of the conversions and the VAR will be held liable for this account.
7. The Company will not be held responsible for non-delivery of data conversion for a scheduled date due to the complexities inherent to the issue of data conversions.
8. The Client shall be solely responsible for reconstructing data stored on disk files, tapes, memories or otherwise lost during the installation.
9. If, at any time, the sole discretion of the Company it is determined that any representation or warranty is inaccurate, in whole or in part, or the installation would constitute a breach of a representation or warranty (whether material or immaterial), the Company may, at its option, terminate the installation or request such further assurances and security as the Company may determine Termination by the Company will not release the Client of its obligation to pay for services rendered and to be rendered under its agreement with the VAR.
10. The Client agrees to at all times indemnify, defend and hold harmless the Company and/or the Company's employees from and against all liabilities, debts, obligations, claims, penalties, fines, demands, judgments, actions, causes of action, losses, damages, costs or expenses (including

attorney fees and any other costs or expenses imposed upon or incurred in the defense, investigation or settlement of any matter which is subject to the agreement), of any amount and whatever nature, incurred by or imposed upon the Company as a result of, related to or in any way connected with or arising out of:

- 10.1. the installation of the software;
  - 10.2. the unauthorised modification of client data;
  - 10.3. the modification and creation of reports by the VAR which do not produce the correct results or values;
  - 10.4. the VAR's failure to provide the Client with a registered or licensed version of the software and the VAR not being contactable;
  - 10.5. any claim made by any party that the installation violates any copyright, license or other right; and
  - 10.6. the inaccuracy of or breach of any person or damage to any property related to the software or the installation.
11. Any failure by the Company to assert any right under the agreement shall not constitute a waiver of any other right or remedy under the agreement. The agreement shall be binding upon the Client and the Company and their respective successors and assigns.

**I have carefully read this agreement. I understand that this is a release of liability and a contractual agreement between the Company and myself.**

I hereby acknowledge and sign this agreement of my own free will.

VAR [.....] Client [.....]

VAR Signature [.....] Client Signature [.....]

Witness 1 [.....] Witness 2 [.....]

Date/Place [.....] [.....]

VAR's Account Number at IQ Retail [.....]