

EZHR® System User Licensing Agreement

This is an agreement between EZHR Limited ("the Licensor") and:

Business Legal Name	ABC Limited "the Licensee"
NZ Business Number	
Business IRD Number	
Business address	
Business postal address	
Email address for invoices	
Business contact person	
Person's mobile number	
Person's email address	
Number of employees	
Monthly subscription (GST excl)	

BACKGROUND: The EZHR® System is a people management and workplace safety system designed and owned by Henry Koia to assist businesses align people performance to strategic vision when competently implemented and maintained. The Licensor is the holder of an exclusive licence to commercialise the EZHR® System in New Zealand. The Licensee wishes to obtain from the Licensor a licence to use the EZHR® System. By this User License Agreement ("this Agreement") the Licensor grants to the Licensee a non-exclusive right to use the EZHR® System on the terms and conditions set out in this Agreement.

Terms and conditions

[1]	This Agreement is legally binding on the Licensor and the Licensee ("the parties")
[2]	the Licensor grants to the Licensee a non-exclusive license during the term of this Agreement to use the EZHR® System on the terms and conditions set out in this agreement.
[3]	The Licensee is not authorised to grant a sub-licence.
[4]	As soon as is reasonably practicable after this Agreement takes effect, the Licensor shall disclose to the Licensee the password to the User Portal on the Licensor's website www.ezhr.co.nz
[5]	The Licensee may disclose the password to the User Portal to any of its employees and agents but the Licensee and its employees and agents shall not disclose the password to any third party.
[6]	The Licensor reserves the right to change the User Portal password for security or other reasons.
[7]	The Licensor shall send the Licensee an invoice every month calculated at \$5 per employee per week which shall fall due on the 20th of the following month which the Licensee shall pay by the due date.
[8]	The Licensee shall advise the Licensor by email as to any change to the number of the Licensee's employees and the Licensor shall adjust the monthly invoice upwards or downwards as the case requires.
[9]	The Licensee shall within 7 days of receiving a written request from the Licensor provide such information to the Licensor necessary to satisfy the Licensor as to the number of employees currently employed by the Licensee.
[10]	The Licensee unconditionally agrees that all rights, title and interest in the copyrights and other intellectual property rights in the EZHR® System resides with Licensor.

[11]	The Licensee must access the EZHR® System via the User Portal and shall not distribute any of the material downloaded via the User Portal unless the distribution accords with the requirements of the EZHR® System.
[12]	The Licensor shall provide support, free of charge, to the Licensee's HR Manager (or person employed by the Licensee that holds a comparable position or role) between the hours of 8am and 5pm Monday to Friday, excluding public holidays, in relation to the implementation of the set-up of the EZHR® System.
[13]	This Agreement may be [a] Automatically terminated if the Licensee fails to comply with any of the terms and conditions of this Agreement and the Licensor declines to accord the Licensee an opportunity to remedy that failure; or [b] Terminated by the Licensor; or [c] Terminated by the Licensee. Termination by either party to this Agreement shall take immediate effect upon written notice being given to the other party by email. In the event of termination all rights, and, unless stated otherwise in this Agreement, obligations shall immediately terminate, and the Licensee agrees to immediately discontinue using the EZHR® System.
[14]	The Licensor expressly disclaims any warranty for the EZHR® System. The EZHR® System and all applicable documentation is provided as-is, without warranty of any kind, whether express or implied, including, without limitation, the implied warranties of fitness for a particular purpose, or non-infringement. Accordingly, the Licensee accepts any risk arising out of the use or performance of the EZHR® System.
[15]	The Licensee agrees that the Licensor shall NOT be liable to the Licensee, or any other related person or entity claiming any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Even if the Licensor has been advised of the possibility of such damages. These limitations shall necessarily apply regardless of the primary purpose of any limited remedy.
[16]	The Licensee agrees to indemnify and hold the Licensor harmless from and against all liabilities, damages, losses or expenses, including but not limited to reasonable attorney or other professional fees in any claim, demand, action or proceeding initiated by any third-party against the Licensor, arising from any acts or omissions of the Licensee, including without limitation, violating this Agreement or any other agreement or any applicable law.
[17]	The parties are and remain independent contracting parties. No other relationship (including that of joint venture, employment, agency, trust or partnership) exists between the parties under this Agreement.
[18]	Any dispute arising in relation to this Agreement will be dealt with between the parties or their representatives in the first instance. If the parties cannot resolve the dispute within a reasonable period of time the parties agree to mediation.
[19]	This Agreement shall take immediate effect from the time the Licensor receives an electronically signed copy of this Agreement from the Licensee.

Execution

Licensee's declaration and acknowledgment: I the below named declare that I am authorised to enter into this Agreement on the Licensee's behalf. By emailing this Agreement to henry.koia@outlook.com I confirm that I have read this Agreement and agree to the Licensee being bound by the terms and conditions of this Agreement.

Signature*	<i>[type your full name here]</i>
Name	
Position	
Date	

*Please type in your full name in square brackets and *italics* in the "Signature" space above.
This will act as your electronic signature.