

## Annual License Fee Registration Form

Date:		Linked to a Reseller?	Yes:		No:	
Sage Pastel Sales Consultant:		Reseller Company Name:				

### Customer Information

Registered Company Name:					
Contact Person:					
Telephone Number:					
Fax Number:					
Mobile Address:					
E-Mail Address:					
Sage Pastel Base Serial Number:					
Postal Address:		Physical Address:			
	Code:		Code:		

### Product Information

Module:	Initial Purchase Price:	Current Renewal Price:
<input type="checkbox"/> Debtors Manager		
<input type="checkbox"/> Bank Manager		
<input type="checkbox"/> Point of Sale		
<input type="checkbox"/> Project Tracker		
<input type="checkbox"/> Multi-Currency		
<input type="checkbox"/> Bill of Materials		
<input type="checkbox"/> SDK		

<input type="checkbox"/> GL Manager (Resellers only)		
<input type="checkbox"/> Site Licence		

### Special Terms & Conditions

The above information is true to the best of my knowledge. I understand that the purchase of this/these product(s) is subject to the annual renewal of Sage Pastel Business Care Licence. Should I cancel my Sage Pastel Business Care Licence contract, I understand that I will no longer have access to the product(s).

<b>Client Signature:</b>		<b>Date:</b>	
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### Terms & Conditions

#### 1. DEFINITIONS

"the company"	means Sage Pastel a division of Sage South (Pty) Ltd;
"the/this agreement"	means the agreement set out in this document together with any appendices hereto;
"the territory"	means South Africa, Lesotho and Swaziland;
"initial registration"	means the initial supply and registration of the product and documentation;
"annual renewal fee"	means the annual charge to Business Care Licence the continued use of the products and documentation, software will require annual activation keys;
"documentation"	means the Customer manual and any other related paperwork supplied by the Company or its authorised dealer;
"subscription"	means the agreement set out in the documentation representing the payment plan and the upgrade package respective of requirement;
"Sage Pastel Support Plan"	means the agreement set out in the documentation representing the "Sage Pastel Support Plan" dependent upon the choice of offer by the Customer;
"working hours"	means the hours of 07h30 to 17h30 on a Monday to Thursday, 07h30 to 17h00 on a Friday and 09h00 to 12h00 on a Saturday in South Africa, excluding official public holidays;

This agreement shall be construed and interpreted in accordance with the laws of South Africa and phrases and words defined here shall apply in the remainder of this agreement.

#### 2. LICENCE

The Customer is hereby granted for the term of this agreement a non-exclusive, nontransferable license to use the products and documentation within the territory only on the machine or other compatible CPU (subject to the companies reasonable written approval) at the address or location listed on the License Service Agreement.

#### 3. FEES AND PAYMENT

The Customer shall pay to the Company as an annual license fee prior to commencement of the Service Level Agreement. The annual subscription shall be paid in full.

3.1 Annual renewal entitles the Customer to free upgrade (or upgrades) to the latest version specific to Customer's existing product set.

Failure to pay any amount on the due date, shall entitle the Company, without prejudice to any other remedies, to charge interest on a daily basis at 2.5% (two comma five percent) per month from the due date of payment to the actual date of payment.

#### 4. TERM

4.1 This agreement shall commence on the effective date and shall continue until the renewal of your annual Business Care Licence. If no notice of

termination is given at least 90 days prior to the renewal, this agreement shall automatically be renewed for a further period of 12 months and provisions above shall, mutatis mutandis, apply in respect of such 12(twelve) month period. The Company may terminate this agreement summarily including access to support and software if:-

- 4.1.1 The Customer breaches any terms of this agreement and fails to remedy same within 10(ten) days of receipt of written notification;
- 4.1.2 The Customer fails to pay any amount due in terms of this agreement of the due date;
- 4.1.3 The Customer commits an act of insolvency as defined in the Insolvency Act;
- 4.2 Upon termination of this agreement the Customer shall immediately cease using the product and shall return same together with all copies and documentation in respect thereof to the Company within 7 (seven) days of date of termination.

#### 5. COMPANY OBLIGATIONS

5.1 The Company shall use reasonable endeavours to support the product during the term of this agreement by providing telephonic and e-mail support during working hours.

5.2 the Company shall only be responsible to provide support for the product on the current versions of the product and the most recent version of the product in existence prior to the current version of the product;

5.3 the Company, at its sole discretion, reserves the right to issue new versions of the product and documentation;

5.4 the Company Shall endeavour to provide corrections, updates and releases to the product at such times as it in its sole discretion shall determine. The Customer shall be responsible for the installation of corrections, updates and releases to the product and for ensuring that its' staff have the capability of carrying out such installations. Should the Customer fail to install such systems correctly or at all in accordance with the Company's instructions, the Company or Sage Pastel Approved Partner shall have the right to charge for services rendered in this regard. Corrections, updates and releases to the product arising as a result of a change in database used by the product are specifically excluded from this agreement.

5.5 If the Company cannot effect any correction telephonically, the Company, or Sage Pastel Approved Partner, upon receipt of written authorisation from the Customer, may in its sole discretion, effect the correction onsite, in which event such attendance together with travelling time and expenses shall be charged to the Customer by the Company or a Sage Pastel Approved Partner.

5.6 The Company shall not be responsible for and shall not be obliged to correct errors which result:

- 5.6.1 from failure of equipment or other software, including, but not limited to machine operating software, third party applications not developed by the Company and which are not covered by this agreement including faults in electrical supply and operator error from whatever cause or caused by cable or connector malfunction or breaks;
- 5.6.2 from environmental conditions including, but not limited to, conditions associated with humidity and air-conditioning;
- 5.6.3 from accident, negligence, misuse or default by the Customer or any third party or due to a force majeure;
- 5.6.4 from failure of fixed or removal storage media;

5.6.6 from any version of the products other than the current version of the product;

5.7 Any time spent by the Company investigating an error caused by any of the above shall be charged for by the Company as an additional cost at the Company's then current rates of service and travelling on a time and material basis.

## 6. INTELLECTUAL PROPERTY

The Company retains the right, title, or interest in ownership of the copyright and all other intellectual property rights in the product and the documentation. The Customer acknowledges that nothing contained in this agreement shall give the Customer any right, title, or interest in the intellectual property.

## 7. LIABILITY

The Company makes no warranties and representations whether express or implied in respect of the products, the disks or the documentation attached to the product and in no event will the Company be liable for direct, indirect, special, incidental or consequential damages arising out of the use or inability to use the products or documentation even if advised of the possibility of such damage. In Addition, the Company specifically does not warrant or guarantee or make any representations concerning the use of or the result of the use of the product and the product is purchased at the sole risk of the purchaser. Any claim which the Customer may have arising out of the warranty provided by the Company to the Customer referred to aforesaid shall be limited to the Company either replacing or repairing the product at the sole discretion of the Company.

### 7.1 GOTO ASSIST

It is the responsibility of the customer to close any documents or applications containing confidential information during a GoTo Assist consultation. Should the company or its staff be exposed to confidential information, the company will not be held liable.

## 8. THE CUSTOMER'S OBLIGATIONS

The Customer undertakes -

- 8.1 to keep master copies of the products and documentation in a safe place at its principle place of business
- 8.2 to assign a contact person to deal with all correspondence and communication with the Company in respect of this agreement
- 8.3 to select only suitably trained staff for operation of the product;
- 8.4 to institute any new releases or error fixes and version of products in line with the Company's recommendations and to keep machine operating software up to date and to pay all costs associated therewith;
- 8.5 not to reverse engineer, disassemble, or translate, decode or modify the product;
- 8.6 not to loan, rent, assign, sub-lease or in any other manner or form transfer the product to any unauthorized third party;
- 8.7 to comply with the registration requirements, including the initial registration of the product which requirements the Company will determine from time to time and in its absolute and sole discretion;
- 8.8 to notify the Company of any changes to the bank account details listed in the Debit Order Details contained in this agreement;
- 8.9 to pay to the Company an administration fee of R250 (two hundred and fifty Rand) for each and every instance that a debit order payment is rejected by the Customers bankers;
- 8.10 to ensure that the Product is suitable for the purpose intended;
- 8.11 to keep a minimum of 1 (one) separate backup of current data of a standard and frequency to allow the Customer to recover information without any undue loss of staff time;
- 8.12 to notify the Company of any alleged defect within a period not exceeding 5 (five) days from the date the alleged defect becomes apparent;
- 8.13 to use their username and pin-number for their own business use only;
- 8.14 not to disclose their username and pin-number to any other person for any reason whatsoever and will maintain the confidentiality thereof.

## 9. NOTICES

9.1 The parties choose as their domicilium citandi et executandi the address set out on the front page of this agreement for the purpose of serving any documents or legal process in regard hereto.

9.2 Any notice given and any payment made by a party to the other ("the addressee") which:

9.2.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery, provided that the delivery is effected by or on behalf of the Customer at the Company's domicilium, the presumption shall only apply as regards to the Company if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery and duly produced as may be required to prove such delivery;

9.2.2 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.

## 10. GENERAL

10.1 This agreement constitutes the whole agreement between the parties. No variation, additional or cancellation of this agreement or any waiver of any rights shall be of any force unless reduced to writing and signed by the parties.

10.2 No indulgence, leniency or extension of time which the Company may show to the Customer shall in any way prejudice the Company or preclude the Company from exercising its rights in the future.

10.3 This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

10.4 The Company's preferred medium of correspondence and communication with the customer will be by means of email. The Customer is responsible for supplying the Company with a valid email address and notifying the Company of any changes in this email address when applicable.

## 11. JURISDICTION

11.1 The Customer, by its signature hereto and in terms of the provisions of Section 45 of the Magistrate's court Act No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's court in relation to any action or proceeding instituted against the Customer in terms of, or arising out of provisions of this agreement, provided that the Company, in its sole and absolute discretion, shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

11.2 In the event of the Company instituting legal proceedings against the Customer to recover amounts due to the Company or take any other legal steps arising out of this agreement, the Customer shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

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