

Software Licence Agreement

Your right to use the software (in object code only, not including source code) and its associated printed and electronic documentation ("Product") is subject to the terms and conditions set out in this licence agreement ("Agreement").

Installing the software or using any part of the electronic or printed material accompanying the product, signifies your acceptance of the terms and conditions set out below.

Therefore, please read them carefully before breaking the seal or using the materials provided. If you do not agree to be bound by the terms and conditions of this Agreement, you should promptly return the unopened DVD together with all packaging and associated documentation unused and in good condition to your reseller for a refund under the terms of its refund policy (if you purchased from your reseller), or to us within 30 days of purchase (if you purchased direct from Sage Pastel Payroll & HR).

Prior to returning the product, you should contact Sage Pastel Payroll & HR on +27 11 304 4000 and request a reference number to be sent with your return so that it can be identified. Provided that you promptly follow our returns procedure, we shall refund the price paid by you direct to us for the Product.

1. In this Agreement:

- 1.1 "Use" means to load, execute, operate, store, transmit, display, (for the purposes of loading, execution, operation, storage, transmission or display) or otherwise utilise the Product for your legitimate business purposes; and
- 1.2 "Us", "we" and "our" means Sage Pastel Payroll & HR of "Sage South Africa (Pty) Ltd.", and "you" and "your" mean the person, business or company purchasing the Licence.
- 1.3 the headings are for convenience only and shall not affect its construction or interpretation;
- 1.4 "including" and "includes" shall be understood to mean "including without limitation" and "includes without limitation" respectively; and

1.5 words of a technical nature shall be construed in accordance with general trade usage in the computer industry of South Africa.

2. Our Licence to you

2.1 In consideration of your acceptance of the terms of this Agreement, we grant you a non-exclusive, non-assignable, non-transferable right to use the Product for which you have paid the relevant licence fee ("Licence"). The Product is activated using an activation key. The Product will alert you of the need for an activation key and this can be obtained from us. In order to produce such an activation key we will require information from you. You acknowledge that without such data we cannot provide the necessary activation key.

2.2 This agreement will –

2.2.1 commence on the date of invoice, (The Commencement Date);

2.2.2 continue in force for a period of one (1) year calculated from the Commencement Date unless terminated earlier in accordance with the provisions of the Agreement; and

2.2.3 provided that you have paid the relevant annual licence fee for each forthcoming year, be automatically renewed at the expiry of the Initial Period for a further period of 1 (one) year.

2.3 You may Use the Product:

2.3.1 on a single personal computer or laptop (but not on both, unless you have purchased a Second Copy Licence for Use by the same single user with the same data as is installed on the main installation) if you have purchased a "Single User Licence"; or

2.3.2 on a single local area network or Virtual Private Network (VPN) (which is under your control and used by your group of companies or businesses and not relating to any other third party use of the Product) with up to the specified maximum number of concurrent users, if you have purchased a "Network User Licence"; and

2.3.3 in connection with a single set of data only, such data being your data only, whether this is for a company or business unless you have purchased a licence to allow you to work with multiple sets of data up to a specific number which shall not be exceeded (such multiple sets of data being data of your group of companies or businesses and not relating to any other third parties) and the Product is used on one system and only at your premises if you have purchased a "Multi-Company Licence". For the avoidance of doubt, a Multi Company Licence does not alter or amend the maximum number of concurrent users Licensed under this Licence; or

- 2.3.4 on a bureau basis as an independent contractor (and for use by your staff only up to the specified maximum number of concurrent users and not by third parties) either at your premises or externally on your laptops, on behalf of and in businesses for which you have purchased a licence, if you have purchased a "Bureau Licence".
- 2.4 In relation to clauses 2.3.1 and 2.3.2 above, you may transfer each licensed copy of the Product from one computer to another owned by you within a single location, provided it is not used on more computers at any one time than your licence permits. Please see clause 2.1 regarding the need for an activation key in order to do this. For the avoidance of doubt, you may not continue to use the Product on the computer from which you have transferred the Product.
- 2.5 In relation to clauses 2.3.3 and 2.3.4 above, the total number of companies or businesses whose data may be processed by the software is limited to the number of companies or businesses for which the software is licensed to you. In particular, such number may not be exceeded by the loading of the data of any further companies or businesses in replacement of the data of the number of unique/discreet companies or businesses for which you have purchased your licence.
- 2.6 If you wish to use the Product otherwise than as provided for by the type of Licence you have purchased, you must purchase the appropriate type of licence or additional licences (and associated activation key) prior to commencing any such Use.
- 2.7 Other than as permitted under this Agreement you shall not allow anyone else to:
- 2.7.1 Use, copy, transfer, sell, sub-license, lease, mortgage, rent, loan, publish, distribute or otherwise make the Product (or any part of it) available to any other person, whether or not for commercial gain;
 - 2.7.2 Use the Product (or any part of it) for the provision of any remote hosting or ASP services or in any other configuration that permits a third party to use the Product other than under the provisions of a valid licence with us;
 - 2.7.3 disable any licensing or control features of the product;
 - 2.7.4 Use the "demonstration" or free-for-trial evaluation version of the Product (or any part of it) for any purposes other than feature and functionality evaluation purposes. For the sake of clarity only, use of the demonstration version of the Product for commercial gain either for training purposes or for the delivery of any service other than product evaluation, is specifically prohibited;
 - 2.7.5 other than to the extent permitted by law, alter, adapt, merge, modify, translate, reverse engineer or de-compile, disassemble, create derivative works of the Product (or any part of it), except with our prior written consent; nor

- 2.7.6 remove, change or obscure any of our or any third party proprietary notices, labels or marks associated with the Product.
- 2.8 You acknowledge that you own only the media on which the Product is supplied, if any, and that we shall retain ownership of the intellectual property rights in and to the Product and any amendments made to it by us regardless of form, including any backup copies that you make, and, subject to the Licence, you shall not have any right to use them.
- 2.9 You agree that we may collect data from time to time that verifies the circumstances under which you are using the Product as set out in clauses 2.3, 2.4 and 2.5, including the number of employees within your organisation and the IP address or other address of the computer on which the computer, network or other device on which the software is installed. The collection of such data will assist us in preventing the use of the Product other than in accordance with this Agreement or any other licence issued by us, to enforce our rights in terms of the Agreement, to enable us to market the Product more effectively, and for other purposes related to the Product and our business. Subject to the provisions of this Agreement we agree not to collect any personal data from your employees or companies you create using the Product without Your consent.

3. How this Licence can be terminated

- 3.1 We may terminate the Licence without refund:
- 3.1.1 if you fail to make payment within our payment terms from the date the purchase was made in terms of this Agreement or any other contract with Us or any international or local subsidiary of Sage Group Plc.; or
 - 3.1.2 Immediately if we are notified that any finance arrangement you have made with a third party for the payment of the licence fee for the Product has ended for any reason.
- 3.2 Your Licence to Use the Product will terminate automatically if you fail to comply with any term of this Agreement, you become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or other receiver appointed, or if you suffer or file any similar action in consequence of debt.
- 3.3 Within ten working days of the termination of the Licence for any reason you shall uninstall the Product and return it to us (including any copies you have made of the Product or any part of it) and provide a certificate signed by your duly authorised representative to confirm compliance with this clause 3.3.

4. Our warranties to you

- 4.1 We warrant that the Product, when used in accordance with our operating instructions, will provide the functions and facilities and will perform substantially as described in the associated documentation supplied to you as part of the Product.

4.2 We warrant that during the period covered in the Annual Licence Fee:

4.2.1 we shall provide technical advice, assistance and support by telephone, fax and email during our normal business hours;

4.2.2 the media on which the Product is recorded will be free from defects in material and workmanship under normal conditions of use; and

4.2.3 we shall correct any errors in the Product by patching or replacing (at our sole discretion) any Product not meeting the warranties given above and if we are unable to rectify any errors in the Product, we will terminate this Agreement and refund your purchase price, together with the cost of postage, after having received the Product (including any copies you have made) and all packaging in good condition within the relevant period. This warranty excludes defects caused by accidents, abuse, poor storage or handling or any act referred to in clause 2.7.

4.3 The warranties set out in this clause 4 are used in the place of all other warranties, representations or conditions, express or implied, statutory or otherwise, including any implied warranties of satisfactory quality and fitness for a particular purpose. We do not warrant that the Product will meet your requirements, or that the operation of it will be uninterrupted or error free. We do not warrant or make any representation regarding the use of the Product or the results of such use in terms of correctness, accuracy, reliability or otherwise. No oral or written communications by or on our behalf shall create a warranty or in any way increase the scope of the warranties we have given.

4.4 Our entire liability and your exclusive remedy under the warranties given in this clause 4 will be, at our option either to:

4.4.1 repair or replace the Product or encryption medium which does not conform with the warranty; or

4.4.2 refund the price paid for the Product and terminate the Licence.

5. Disclaimer and limitation of liability

5.1 You acknowledge that the allocation of risk in this Agreement reflects the price paid for the Product and also the fact that it is not within our control how, and for what purposes, you use the Product. In no event, therefore, will we be liable for any indirect, consequential, incidental or special damage, or loss of any kind (including loss of profits, business, chargeable time, anticipated savings, goodwill, any business interruption, loss of or corruption of data, un-authorized access to saved data on payroll servers or incorrect distribution of data saved on payroll servers) however caused and whether arising under contract, tort, including negligence, statute, during transmission of data to payroll servers, reading data from payroll servers or otherwise.

- 5.2 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and we become liable for loss or damage that could otherwise be limited, such liability whether in contract, tort or otherwise, will not exceed the licence fee actually paid by you for the Product.
- 5.3 Whilst we take reasonable precautions to ensure that the media on which this application is distributed is free of viruses, unknown thirdparty embedded code or other forms of unwanted third-party software interference, We do not accept any responsibility whatsoever for damage caused by the action of viruses, virus signatures or any other unsolicited third-party embedded code which may be contained on this media. This includes loss of files, system malfunctions, data corruptions or the like, which may be caused by any third-party code, malicious or otherwise, which may be replicated on the media.

6. Copyright

- 6.1 The Product and all related intellectual property rights, whether existing now or in the future, is owned by Us and is protected by copyright laws and international treaty provisions. It should be treated like any other product under copyright. However, you are authorised to make copies of the product solely for backup/security purposes.
- 6.2 You acknowledge that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Product including all documentation relating thereto are and remain Our property.

7. Trademark

- 7.1 "Softline" and "Sage" are registered trademarks. "Pastel" is a trademark owned by Us. All other product names mentioned herein are the property of their respective owners. All rights reserved worldwide.

8. General

- 8.1 Any reseller, distributor or dealer (including any of our authorised resellers or distributors) from whom you have purchased a licence of the Product is expressly not appointed or authorised by us as our servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee with or to you on our behalf, or otherwise to bind us in any way whatsoever. We will not be responsible for any modifications or mergers made to the Product by such persons.
- 8.2 We shall not be liable to you in respect of any circumstances arising outside our reasonable control.
- 8.3 Our failure to enforce any particular term of this Agreement shall not be construed as a waiver of any of our rights under it.

- 8.4 If any part of this Agreement is held by a court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, the validity of the remainder of the terms will not be affected.
- 8.5 This Agreement constitutes the entire agreement between you and us in relation to the Product and the Licence and supersedes any other oral or written communications or representations with respect to the Product.
- 8.6 No variations of any of these terms and conditions are valid if not confirmed in writing by Us or Our authorised representative.
- 8.7 Should you purchase a Product as an upgrade of another Product, then your ownership in the original upgraded Product ceases. You are not entitled to sell the original Product, nor can you continue to make use of the original Product, except for archival purposes. If you do use the original Product for archival purposes, then the terms and conditions in this licence apply in so far as they are relevant.
- 8.8 This Agreement shall be governed by and construed in accordance with South African law. The parties hereby submit to the exclusive jurisdiction of the South African courts unless otherwise agreed in writing.

Copyrights and Trademarks

© Sage South Africa (Pty) Ltd 2002 - 2013 by Us.

We hereby acknowledge the copyrights and trademarks of all terms we use in this manual and its accompanying electronic documentation. This includes, but is not restricted to, the following names and terms.

8

The following are the property of the Microsoft Corporation and / or its subsidiaries:

Microsoft SQL Server

MSDE

Windows 95, Windows 98

Windows NT

Windows 2000

Windows XP

Windows Vista

Windows 7

The following are the property of Adobe Corporation:

Adobe Acrobat

PDF