

Sage Pastel for NPOs

Sage Pastel Partner for NPOs Annual License & Service Contract

Annual License Agreement

Please fax back, together with proof of payment to 011 304 3651

Sage Pastel Consultant:						
Sage Pastel Channel Partner:	N/A					
Company Name (Software Registered To):						
NPO Registration Number:						
Industry Type:						
Number of Employees:						
Main Contact Person:	Title:		Name & Surname:			
Managing Director / Owner (If applicable):	Title:		Name & Surname:			
Financial Director (If applicable):	Title:		Name & Surname:			
Telephone:	Work:		Cell:		Fax:	
Email Address:				Website:		
Physical Address:					Code:	
Postal Address:					Code:	

Sage Pastel Partner for NPOs Product Details

Product Core includes:

Sage Pastel Partner Base single user	✓	Business Intelligence Centre add on Module	✓
Project Tracker add on Module	✓	NPO Language File	✓
Sage Pastel Partner for NPOs Core User Count (Please indicate number of users):			

Pricing:

Core:	ALF Fee
R5 815-00 incl VAT	R5 815-00 incl.VAT
Per extra user:	ALF Fee per user:
R728-00 incl VAT	R728-00 incl VAT

Please note that this agreement is required to be signed before the product is released.

I acknowledge that the above information is true and correct, that I have read, understood and agree to comply with the attached conditions of this agreement.

TERMS & CONDITIONS

1. DEFINITIONS

"the Company" means Sage Pastel a division of Sage South Africa (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 cover 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 Sage Pastel Evolution accounting 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, non-transferable licence 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 and Service Agreement.

3. FEES AND PAYMENT

The Customer shall pay to the Company as an annual licence 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 Sage Pastel NPO software version specific to Customer's existing product set.

4. TERM

This agreement shall commence on the effective date and shall continue for a fixed period of 12 (twelve) months thereafter ("the termination date"). If no notice of termination is given at least 90 days prior to the termination date, the agreement shall automatically be renewed for a further period of twelve months and the provisions above shall, mutatis mutandis, apply in respect of such 12 (twelve) month period. The agreement shall commence on the effective date & remain in force for a minimum period of 12 months. The Company may terminate this agreement summarily including access to support and software if –

4.1 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 on 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 such termination.

5. COMPANY OBLIGATIONS

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

5.2 The service to be provided shall be an endeavour to provide corrections for any errors found in the document or documentation which the Company shall endeavour to remedy as soon as reasonably possible in the circumstances.

5.3 The Customer shall be responsible for the installation of corrections, updates and release to the product and for ensuring that its' staff have the capability of doing so. Should the Customer fail to install such systems correctly or at all in accordance with the Company's instructions, the Company shall have the right to charge for services rendered in this regard.

5.4 If the Company cannot effect any correction telephonically, the Company, or qualified Sage Pastel NPO Reseller, upon receipt of written authorisation from the Customer, may attend at the Customer's premises to effect the correction, in which event such attendance together with travelling time and expenses shall be charged to the Customer by the Company or Sage Pastel NPO Reseller.

5.5 The Company shall not be responsible for and shall not be obliged to correct errors which result –

5.5.1 from failure of equipment or other software 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;

5.5.2 from environmental conditions such as humidity and air-conditioning;

5.5.3 from accident, negligence, misuse or default by the Customer or any third party or due to a force majeure;

5.5.4 from failure or fixed or removal storage media;

5.6 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 attaching 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.

8. THE CUSTOMER'S OBLIGATIONS

The Customer undertakes –

8.1. to keep master copies of the products and documentation in a safe place at the location;

8.2. to appoint a manager as a contact person to deal with all correspondence and communication with the Company;

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 unauthorised third party;

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;

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, addition 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.

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.

12 HARDWARE RECOMMENDATIONS

The customer acknowledges that the following system specifications are recommended by the Company for optimum performance:

SYSTEM REQUIREMENTS / RECOMMENDATIONS	
	Single User
Hardware	
Minimum	Pentium III
Recommended	Pentium IV 2 GHz or higher
Memory	
Minimum	512MB
Recommended	1GB or higher
Screen Resolution	
Recommended	1024 x 768
Operating System	
Microsoft Windows 2000, Windows XP	
Requirement for all users: DVD rom	

