

Sage Pastel Xpress Advantage ALF Form

Sage Pastel Xpress Adv

Repcode

Yes, I would like to subscribe to Sage Pastel Xpress Advantage Annual Licence Fee. I want to receive VIP treatment, regular product upgrades and updates, access to the Sage Pastel Customer Zone on www.pastel.co.za, telephone and e-mail support, and much more.

Please complete **Section A** with your current contact and product details.

A Please complete your details	
Sage Pastel Product Serial Number:	Internal Use Only:
Company Name (Customer):	A/C No:
Job Title / Position:	Inv No:
Mr Mrs Ms Dr First Name:	Serial:
Surname:	
Physical Address:	Postal Address:
Province:	Postal Code:
Tel (Work):	Facsimile: ()
Cell Number (Optional):	E-mail Address:
Vat Registration Number:	
If you make use of a Sage Pastel dealer, please supply us with their details	
Sage Pastel Dealer Company Number (their Sage Pastel account code):	
Sage Pastel Dealer Name:	

Please complete **Section B** by selecting the Sage Pastel Accounting products and modules that you have purchased.

B Sage Pastel Xpress products and modules	Please tick the product and version				Total
	Initiation Fee	From V14	From V12	From V10/V11	
		Perpetual			
Sage Pastel Xpress Advantage Version 14 - 1 User, Multi Company					R
Sage Pastel Xpress Advantage Version 14 - 2 Users, Multi Company					R
Sage Pastel Xpress Advantage Version 14 - 3 Users, Multi Company					R
-					
Sage Pastel Point-of-Sale (not available with Start-up)					R
-					
Per additional Till - insert quantity					R
Add Offline functionality to POS					R
BIC Advanced					R

Other	
	R
	R
	R
	R
	R
TOTAL	R

Please complete **Section C** with your payment details.

C Please complete your payment details		
Please select a preferred method of payment:		
Credit Card	Eft/Direct deposit	Debit Order
*Bank details for deposit: Nedbank Ltd, Sandton City, Branch Code: 19-70-05, Current Account Number: 1970 572 752		
If you have selected the Credit Card payment option, a consultant will be in contact to provide you with a reference number and details of where the payment needs to be made.		

Please include a copy of a cancelled cheque.

I acknowledge that the above information is correct, that I have read, understood and agree to comply with the attached terms and conditions of this Agreement. I further warrant that I am authorised to sign this Agreement on behalf of the Business Entity.

Authorised Signatories		
Name:	Date:	Signature:
Name:	Date:	Signature:

Please initial the terms and conditions overleaf. Pervasive costs are not included and are charged separately.

Johannesburg
 PO Box 781893, Sandton, 2146
 Tel: (011) 304 3000
 Fax: (011) 304 3001

Cape Town
 Sage Technology Park
 3 Edison Way
 Century Gate
 Century City
 7441
 Tel: (021) 522 7400
 Fax: (021) 522 7401

Durban
 PO Box 25194, Gateway, 4321
 Tel: (031) 537 7100
 Fax: (031) 537 7101

Software Licence Agreement for Sage Pastel Xpress Advantage

Your right to use the software (in object code only) and its associated printed and electronic documentation ("Product") is subject to the terms and conditions set out in this licence agreement ("Agreement").

Breaking the seal to open the CD case, 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 CD 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).

Prior to returning the product, you should telephone Sage Pastel on + 27 11 304 3000 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, store, transmit, display, (for the purposes of loading, execution, storage, transmission or display) or otherwise utilise the Product for your legitimate business purposes; and
- 1.2. "us", "we" and "our" means Sage Pastel a division 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 an annual non-exclusive, non-assignable right to Use the Product for which you have paid the relevant annual 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 provided your account is up to date. 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. Upon payment of the annual Licence Fee, Sage may elect, in its sole discretion, to renew the Licence for successive periods of one (1) year in duration. Any such renewal will be subject to the terms and conditions of this Agreement

2.2. You may Use the Product:

2.2.1. 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 2.2.2. 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 2.2.3. 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 2.2.4. 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 relation to the data of the number of companies or businesses for which you have purchased a licence, if you have purchased a "Bureau Licence".

2.3. In relation to clauses 2.2.1 and 2.2.2 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.

2.4. In relation to clauses 2.2.3 and 2.2.4 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.

2.5. 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.

2.6. Other than as permitted under this Agreement you shall not and shall not allow anyone else to:

2.6.1. Use, copy, transfer, sell, sub-licence, 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;

2.6.2. 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;

2.6.3. disable any licensing or control features of the product;

2.6.4. 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;

2.6.5. 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

2.6.6. remove, change or obscure any of our or any third party proprietary notices, labels or marks associated with the Product.

2.7. You acknowledge that you own only the media on which the Product is supplied 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 back-up copies that you make, and, subject to the Licence, you shall not have any right to use them.

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 or any other contract with Us or any international or local subsidiary of Sage Pic.; 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.

3.4. Should you fail to pay your monthly Annual Licence Fee, the software will revert to view-only mode and you will not be able to transact until payment has been made.

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 30 day period:

4.2.1. we shall provide technical advice, assistance and support by telephone fax and e-mail during our normal business hours (this does not apply to updates or upgrades of the software). Please note that this is applicable to South African packages purchased for South Africa, Lesotho and Swaziland only. International packages are supported through our international network of authorised business partners; please refer to www.sagepastel.com for details thereof;

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 30 day period. This warranty excludes defects caused by accidents, abuse, poor storage or handling or any act referred to in clause 2.6.

4.3. The warranties set out in this clause 4 are in lieu 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 or loss of or corruption of data) however caused and whether arising under contract, tort, including negligence, statute 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 third-party 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 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 and security purposes;

6.2. The licensee acknowledges 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. "Sage Pastel" 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. Connected Services

8.1. The first year of the Annual Licence fee includes:

8.1.1. Access to Sage Online Tools connected services, free for 12 months from the registration of the product.

8.1.1.1. Sage Pastel will not be liable for:

- Payment Gateway: The customer is required to obtain a merchant account from their selected payment gateway merchant
- Payment Gateway fees: The customer is responsible for the payment and will be billed directly by the payment gateway merchant
- Domain Name: The customer is responsible for registering their own domain name
- E-mail hosting: the customer is responsible for obtaining a service provider to host their emails
- The Online Store is limited to 100 products. Should the customer exceed 100 products, an additional monthly fee will be applicable

- The Online statements are limited to 100 customers that are able to view online statements. Should the customer exceed 100 customers, an additional monthly fee will be applicable.

8.1.1.2. The Sage Online Tools is chargeable on renewal of annual licence fee from year 2 and will be billed automatically unless otherwise instructed.

8.1.1.3. Should the customer wish to terminate the connected services listed above, a 30 day notice period is required in writing to Sage Pastel

8.1.1.4. Should a customer default on payment, the above connected services shall be terminated with immediate effect with no prior notice

8.1.2. Automatic Bank Feeds for one active company. Additional companies can be accommodated at an extra monthly cost.

8.1.3. Access to the Mobility application limited to 2 named users. Additional users can be accommodated at an extra monthly cost.

9. General

9.1. 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.

9.2. We shall not be liable to you in respect of any circumstances arising outside our reasonable control.

9.3. Our failure to enforce any particular term of this Agreement shall not be construed as a waiver of any of our rights under it.

9.4. If any part of this Agreement is held by a court of competent jurisdiction to be unreasonable for any reason whatsoever, the validity of the remainder of the terms will not be affected.

9.5. 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.

9.6. No variations of any of these terms and conditions are valid if not confirmed in writing by Us or Our authorised representative.

9.7. 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.

9.8. No variations of any of these terms and conditions are valid if not confirmed in writing by Us or Our authorised representative.

9.9. 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.

This agreement precedes the agreement in-product as well as any other agreements signed prior to this.

Initial _____