

# Software and Service Agreement

## Sage Evolution

Please email to [ServiceAgreements@pastel.co.za](mailto:ServiceAgreements@pastel.co.za) or fax to 011 304 3531

### TERMS & CONDITIONS

#### 1. DEFINITIONS

"the Company" means Sage Pastel a division of Sage South Africa(Pty) Ltd located at Sage Technology Park, 102 Western Services Road, Gallo Manor, Gauteng, South Africa; "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 documentation and product; "annual licence fee" means the annual fee charged for the continued use of the products and documentation and which hereinafter is referred to as the 'subscription'; "annual registration" means the registration of the software on an annual basis and which will require an annual activation key; "documentation" means the user manual and any other related paperwork supplied by the Company or its authorised business partner; "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 Software and Service Agreement subject to payment by the Customer of the Annual Licence Fee and or Subscription.

#### 3. FEES AND PAYMENT

3.1 The initial and continued use of the Product is subject to the payment of an Annual Licence Fee to the Company. Payment of the Annual Licence Fee entitles the Customer to free upgrade (or upgrades) to the latest Product version equivalent to the 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.

3.2 Annual License Fees are subject to an annual increase. The Annual Licence Fee shall be paid in full.

#### 4. TERM

This agreement shall commence from the date of signature by the Customer ("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. Continued use of the products and documentation is subject to payment by the Customer of the Annual Licence Fee as and when they are due. 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 during the term of this agreement by providing telephonic and e-mail support ("the service") on the core product during working hours. (\* refer to point 11 regarding support for Elective Modules. Elective Modules are only available in the Evolution Premium Edition)

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

5.3 If the Company cannot effect any correction telephonically, the Company, or qualified Sage Evolution 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 Evolution Reseller.

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

5.4.1 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;

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

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

5.4.4 from failure of fixed or removal storage media;

5.5 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 Customer. 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;

8.7. to appoint a certified system administrator internally for the Elective Modules if applicable (refer to point 11)

8.8. to be responsible for the installation of corrections, updates and release to the product and for ensuring that its' staff have the capability of performing the installations. 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

#### 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'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. ELECTIVE MODULES

11.1 Elective Modules include Branch Accounting, Retail Point of Sale, Municipal Billing and Sage CRM. Elective Modules are only available in the Evolution Premium Edition

11.2 Elective Modules may only be implemented by an accredited Sage Evolution Business Partner. It is the Customer's responsibility to verify the certification and accreditation of the Business Partner appointed to implement Elective Modules. Verification can be done by contacting Sage Evolution directly on 011 304 3530.

11.3 First Line Support for Elective Modules is the responsibility of the appointed Business Partner. The Company does not provide email or telephonic support for the Elective Modules.

11.4 A Customer appointed Super User is required to support the Elective Modules within the Customer environment. It is the Super User's responsibility to stay up to date with any changes made to the Elective Module.

#### 12. JURISDICTION

12.1 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.

12.2 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.

#### 13. END USER PRICE LIST

13.1 The Customer may purchase additional modules or user licences for the Product at the then published price list for the Territory.

## 14. System Requirements:

The customer acknowledges that the following system specifications are recommended by the Company for optimum performance of the Product:  
**The below table refers to Hardware and Operating System requirements for a Sage Evolution Premium Environment:**

Areas	Single User	Workstation	Server (Less than 10 users)	Server (11 - 20 users)*
<b>HARDWARE:</b>				
Minimum	Single-core 1 Ghz	Single-core 1 Ghz	Dual-core 2 Ghz	Dual-core 2 Ghz
Recommended	Dual-core or more 2 Ghz or faster	Dual-core or more 2 Ghz or faster	Quad core or more 2 Ghz or faster	Quad core or more 2 Ghz or faster
<b>Please Note: 32-bit (x86) and 64-bit (x64) processors are supported.</b>				
<b>OPERATING SYSTEM:</b>				
Minimum	Microsoft™ Windows 7/8 Professional Edition Service Pack 1 or later	Microsoft™ Windows 7/8 Professional Edition Service Pack 1 or later	Windows™ Server 2008 R2 Standard Edition Service Pack 2 or later	Windows™ Server 2008 R2 Standard Edition Service Pack 2 or later
Recommended	Microsoft™ Windows 8/10 Professional Edition Service Pack 1 or later	Microsoft™ Windows 8/10 Professional Edition Service Pack 1 or later	Windows™ Server 2012 Standard Edition Service Pack 2 or later	Windows™ Server 2012 Standard Edition Service Pack 2 or later

**The below table refers to Hardware and Operating System requirements for a Sage Evolution Standard Environment:**

Areas	Single User	Workstation	Server (Maximum 5 users)
Minimum	Single-core 1 Ghz	Single-core 1 Ghz	Dual-core 2 Ghz
Recommended	Dual-core or more 2 Ghz or faster	Dual-core or more 2 Ghz or faster	Quad core or more 2 Ghz or faster
<b>Please Note: 32-bit (x86) and 64-bit (x64) processors are supported.</b>			
<b>OPERATING SYSTEM:</b>			
Minimum	Microsoft™ Windows 7/8 Professional Edition Service Pack 1 or later	Microsoft™ Windows 7/8 Professional Edition Service Pack 1 or later	Windows™ Server 2008 R2 Standard Edition Service Pack 2 or later
Recommended	Microsoft™ Windows 8/10 Professional Edition Service Pack 1 or later	Microsoft™ Windows 8/10 Professional Edition Service Pack 1 or later	Windows™ Server 2012 Standard Edition Service Pack 2 or later

**The below System Requirements applies to both Sage Evolution Premium and Sage Evolution Standard Environments:**

**Please Note: Windows™ XP, Windows™ 7/8 Starter, Windows™ 7/8 Home and Windows™ RT editions are not supported by Sage Evolution.**

<b>RAM:</b>				
Minimum	2GB	2GB or more	4GB or more	4GB or more
Recommended	4GB or more	6GB or more	8GB or more	16GB or more

**Please Note: Minimum 1GB (32-bit) or 2 GB (64-bit).**

<b>SCREEN RESOLUTION:</b>				
Minimum	1024 x 768	1024 x 768	1024 x 768	1024 x 768

**Please Note: In some cases a 100% DPI setting is suggested for laptop screens.**

<b>DATABASE SERVER – RECOMMENDED</b>				
Microsoft™ SQL Server 2008 R2 – Service Pack 1 or later.				
Microsoft™ SQL Server 2012 / Microsoft™ SQL Server 2014.				

**Please Note: Please note that versions of SQL Server 2008, 2005 and lower are no longer supported by Sage Evolution. For more information on SQL Server and product lifecycles, visit the Microsoft™ website.**

<b>ADDITIONAL SOFTWARE REQUIREMENTS (SERVER AND WORKSTATION)</b>				
Minimum	Microsoft™ Excel 2007 or later (for the Sage Intelligent Centre module).			
Minimum	.Net 4.50 framework (included in installation DVD).			

<b>FTP (FILE TRANSFER PROTOCOL) SERVER: (Applies to Evolution Premium Environment only)</b>				
Recommended	Microsoft™ FTP running IIS 6 or later (for Branch Accounting environments).			

<b>EVOLUTION MOBILE SALES</b>				
Hardware	Samsung Galaxy Note 10.1 N8000 / Samsung Galaxy Tab 10.1 P7500 / iPad 2 or later / Nokia Lumia 520 or later.			
Screen Resolution	For Samsung users we accommodate 7", 8" and 10" screen resolutions. For iPad users we accommodate 7" and 10" screen resolutions. For Nokia users we accommodate 4" and 6" screen resolutions.			
Operating System	Android "Kit Kat"/ IOS 8.1 or later / Windows Phone 8.			
Web Service	Internet Information Services (IIS) 6 or later.			
Connectivity	Cellular (3G) or WIFI			

<b>ADDITIONAL IMPORTANT INFORMATION:</b>				
Recommended	We strongly recommend you speak to your Sage Evolution Business Partner regarding the system requirements recommended for your specific environment.			

<b>OTHER SYSTEM REQUIREMENTS:</b>				
<ul style="list-style-type: none"> <li>DVD-Rom, 256 Colour VGA or SVGA Video Graphics.</li> <li>The on-line help requires Internet Explorer version 6 or higher, or a compatible browser.</li> <li>To use touch capabilities in Windows 8/10, you need a tablet or a monitor that supports multi-touch.</li> <li>Up-to-date network drivers, service packs and updates for your network and operating systems.</li> <li>Windows 7/8 (and above) personal computers/notebooks need to ensure that the recommended RAM memory requirements and Video Graphics adapter are met.</li> <li>The above serves as a guideline. Hardware requirements may differ depending on the operating system and the version of SQL Server. For Microsoft™ SQL Server 2012 / 2014, please note that there are additional software requirements to adhere to. Please refer to the SQL Server specifications documentation, available from the Microsoft website, for more information.</li> <li><u>Sage Intelligence Reporting and Microsoft Office:</u> We do not support Microsoft Office Home and Student (2010 and 2013) or Microsoft Office 365 Online. Microsoft Office Home and Student is not licensed for business or commercial use.</li> </ul>				