SOFTWARE LICENCE AND SUPPORT & UPDATE AGREEMENT (SUA)

Made and entered into by and between:

"IQ Retail (Pty) Ltd"
Registration number 2000/020305/07
25 Quantum Road
Moonstone Building, 1st Floor
Techno Park, Stellenbosch
7600

Telephone: 021 880 0420
e-mail: iqsua@kerridgecs.com

(hereinafter referred to as "**IQ Retail**")

and

Customer : _____

Address : _____

_____

_____

Registration number : _____

Contact : _____

Telephone : _____

e-mail Address : _____

(hereinafter referred to as the "**Customer**")

Effective date of this Agreement:

1. PREAMBLE

1.1. IQ Retail is the owner of the Software and the Customer wishes to obtain the right to use the Software; and

1.2. The Customer has accepted the fees detailed in the Price List (which is available on request).

1.3. Where Customer has previously bought a license to use the Software ("Initial License"), Customer now agrees to vary the terms of the Initial License so that the Customer's use of the Software is in accordance with the terms of this Agreement including the Term and Termination clauses therein;

1.4. IQ Retail therefore agrees to license such Software to the Customer on the following terms and conditions.

2. DEFINITIONS

Unless the contrary is clearly indicated, the following terms shall have the meanings assigned to them below:

2.1. 3rd Party Integrators means companies other than IQ Retail that offer bespoke or specific services to the Customer, in addition to the services received from IQ Retail

2.2. Agreement means this document (including the Support Fee Price List, shown in Schedule 1 and all other written appendices, annexures or amendments attached to it from time to time);

2.3. Anniversary Date means the 1st March every year;

2.4. Business Partner means the Company that sells IQ Retail (Pty) Ltd products to Customers, other than IQ Retail itself;

2.5. Confidential information means all information (in whatever form held) including (without limitation) all:

2.5.1. formulae, designs, specifications, drawings, know-how, manuals and instructions;

2.5.2. customer lists, sales, marketing and promotional information;

2.5.3. technical or other expertise; and

2.5.4. any dispute between the Parties in terms of this Agreement;

2.6. Copyright means all rights of Copyright whether existing now or in the future in and to the Software and Documentation;

2.7. Customer means the Company or person using IQ Retail (Pty) Ltd products;

2.8. Documentation means any manuals containing instructions relating to the use of the Software;

2.9. eCommerce Processes means the buying and/or selling of products through an electronic medium, not supported by IQ retail, but rather through a 3rd Party Integrator chosen by the Customer

2.10. Effective Date means the date of acceptance of this Agreement by the Customer, as is reflected on the cover page of this Agreement;

2.11. EFT means Electronic Funds Transfer; a system of transferring money from one bank account to another, without paper money changing hands. An example is Credit Card switching transactions

2.12. End User Licence Agreement means the online version of this Agreement that a Customer accepts when installing the Software

2.13. Hosting Providers means companies providing IT Server, Network, Data backup and Facilities services to Customers, who require such services

2.14. Initial Period means the number of months between the Effective date and the end of February (for example; contracts signed in January 2018 or during February 2018 will run to the end of February 2018 and contracts signed in March 2018 or later will run to the end of February 2019)

2.15. Installation Date means the date on which the Software is physically loaded onto the Customer's designated computers or servers;

2.16. IQ Retail Personnel means the personnel of IQ Retail and/or any of its sub-contractors;

2.17. Intellectual Property Rights means all present and future rights in the Software and Documentation including, but not limited to, Copyright;

2.18. Licence means a limited, non-transferable and non-exclusive right granted by IQ Retail to the Customer to use the Software and Documentation in terms of this Agreement;

2.19. Mobile Networks means a cellular or mobile network, over which eCommerce transactions may take place

2.20. Parties means the Customer and IQ Retail collectively, and Party means any one of them, as the context may require;

2.21. Price means the amount reflected in Schedule 1 – Support Fee Price List for all the items listed, plus value-added tax ("VAT") thereon at prevailing rates;

2.22. Professional Services means any training or advisory services and any and all work performed by IQ Retail, whether on-Site or off-Site but excluding helpdesk support;

2.23. Registered Workstation means the person (or persons) that has (or have) been granted a unique login and password to access the Software;

2.24. Renewal Period has the meaning given to it in 4.2;

2.25. Schedule 1 means the information detailing IQ Retail's prevailing licence fees and rates for use of the Software as well as Support Services, contained herein;

2.26. Site means any location at which any equipment is located upon which the Software is installed;

2.27. Software means any software provided by IQ Retail to the Customer, as may be amended and/or updated from time to time;

2.28. Support Fee means the fee for the provision of the Support and Update Agreement (SUA); as outlined in section 9.;

2.29. Support Services means the support services in relation to the Software to be performed by IQ Retail in terms of 9 below; and

2.30. Third Party Software means the software to be supplied as part of this Agreement but which is under a licence agreement directly between a third-party licensor and the Customer.

3. GRANT OF LICENCE

3.1. IQ Retail herewith grants a Licence to the Customer to operate the Software for its intended function for the benefit of the Customer and to use the Documentation for the duration of this Agreement.

3.2. The Licence shall be used only by not more than the maximum number of Registered workstations purchased by the Customer;

3.3. The Customer shall not sub-license the Software or grant access to, or use of, the Software or Documentation to any third party.

3.4. The Customer shall not modify, de-compile, disassemble or otherwise reverse-engineer, reproduce or adapt the Software or any part thereof, or attempt to do any of these.

3.5. The Customer may make such copies of the Software as is reasonably necessary for operational security and use. Such copies and the media on which they are stored shall be the property of IQ Retail and/or its licensors and the Customer shall ensure that all media is kept safe and secure at all times.

3.6. The Customer shall allow IQ Retail, upon reasonable notice, access to its premises to conduct a reasonable audit of the Customer's compliance with this Agreement.

4. TERM

4.1. This Agreement shall commence on the Effective Date and shall endure until the expiry of the Initial Period.

4.2. Immediately after the expiry of the Initial Period, unless terminated in accordance with 5 below, this Agreement shall on each Anniversary Date renew automatically for a further period of one year (each such further one-year period a Renewal Period).

5. TERMINATION

5.1. The Customer may terminate this Agreement:

5.1.1. upon the expiry of the Initial Period by giving notice **in writing to IQ Retail not less than 60 days prior to the expiry of the Initial Period**; or

5.1.2. upon the expiry of any applicable Renewal Period by giving notice in writing to IQ Retail not less than 60 days prior to the expiry of the applicable Renewal Period, but only after payment by the Customer to IQ Retail of all fees, payments and charges due and owing as at the date of termination.

5.2. Either Party may terminate this Agreement if an order is made or a resolution is passed for the business rescue, sequestration, insolvency or winding up (other than for a solvent merger or amalgamation) of the other Party.

5.3. In the event of termination of this Agreement by either Party for whatever reason, the other Party reserves the right to exercise any rights or remedies which may have accrued as at the date of termination.

5.4. Termination of this Agreement shall result automatically, without exception, in the concurrent termination of the Licence.

5.5. Upon any termination, hereunder, the Customer shall immediately cease use of all Software and Confidential Information

6. FEES

6.1. The Price, inclusive of the cost of any bespoke Software, shall be payable by the Customer upon placement of the order with IQ Retail, unless otherwise agreed in writing by IQ Retail.

6.2. The Customer shall pay to IQ Retail the Support Fee and other charges arising hereunder.

6.3. Payment of the first year's Support Fee (which is outlined in Schedule 1 – Support Fee Price List) shall be made upon registration of the order with IQ Retail and, unless otherwise agreed in writing by IQ Retail or by accepting the terms and conditions, when installing the Software.

6.4. Thereafter IQ Retail shall be entitled to issue invoices up to 30 days prior to the commencement of the next Anniversary Date, and payment shall be paid by the Customer to IQ Retail by no later than the said Anniversary Date.

6.5. If payment is overdue, IQ Retail reserves the right, in addition to any other rights it may have, to suspend its contractual obligations under this Agreement until such payment is made by the Customer and has been received by IQ Retail.

6.6. The Customer will bear the cost of all travelling time and expenses of IQ Retail's personnel attending Site(s) based on IQ Retail's rates prevailing at the time. Flights, mileage, rail fares and overnight accommodation will be for the Customer's expense. Such costs will be additional to the Price and Support Fee unless expressly stated otherwise in Schedule 1.

6.7. IQ Retail shall be entitled to charge for all Report writing, Stationery setup and Development services rendered. Invoiced amounts for these shall be payable in full in advance by the Customer to IQ Retail, unless otherwise agreed in writing between the Parties.

6.8. IQ Retail reserves the right to increase the Support Fee but only with effect from the first day of any Anniversary Date, by up to 10% for every subsequent year that follows.

6.9. IQ Retail is called upon (from time to time) to assist the Business Partner to resolve issues experienced on the Customer's system that the Business Partner cannot resolve. IQ Retail reserves the right to quote the Customer for this Support, as and when deemed necessary

7. CUSTOMER RESPONSIBILITIES

7.1. Subject always to IQ Retail conforming to all reasonable security and safety requirements of the Customer, the Customer shall afford to IQ Retail's personnel reasonable access to the Site(s) at all reasonable times for the purpose of IQ Retail's performance under this Agreement.

7.2. The Customer shall promptly supply information to IQ Retail and grant IQ Retail's personnel access to the Customer's staff, equipment, data and items supported hereunder, in order to enable IQ Retail to perform its obligations hereunder.

7.3. For the purposes of IQ Retail providing the Support Services and during any period of such support:

7.3.1. the Customer will appoint contact persons as the points of contact through which IQ Retail will co-ordinate support activities for the Customer. Only those contacts have authority to require support and assistance under this Agreement. The Customer shall ensure that the contacts are sufficiently trained in use of the System to enable proper liaison between IQ Retail and the Customer;

7.3.2. the Customer shall not during any period of Support Services by IQ Retail allow any supported item to be interfered with or modified or added to without the prior written agreement of IQ Retail;

7.3.3. it is the Customer's responsibility to operate supported items in accordance with instructions issued by IQ Retail and/or the manufacturer and to retain sufficient trained staff to operate it in a proper manner;

7.3.4. the Customer shall have an error-correcting fully operational modem or internet access at each Site to enable IQ Retail to directly link to any CPU upon which any Software resides. IQ Retail will charge such call costs monthly to the Customer. IQ Retail also recommends the use of an uninterruptible power supply (UPS) at each Site;

7.3.5. it remains the Customer's responsibility to keep all its computers updated with virus protection software;

7.3.6. all telephonic connections to the Customer's equipment shall be maintained, and all costs relating thereto shall be borne, by the Customer; and

7.3.7. the Customer shall carry out regular back-ups to an approved backup solution and carry out other normal system housekeeping routines. IQ Retail shall not be liable for any loss or damage sustained or incurred by the Customer or any third party through loss or spoiling of data resulting from any maintenance activity by IQ Retail required or performed under this Agreement. IQ Retail will use reasonable endeavours to put right any such loss of data or programs, but reserves the right to charge for such.

7.3.8. to select only suitably trained and skilled staff in dealing with the products of the Company.

7.3.9. to institute all new releases within version and error fixes and versions in line with the Company's recommendations and to keep machine operating systems up to date and pay all costs associated therewith.

7.3.10. the Customer shall carry out regular back-ups to an approved backup solution and carry out other normal system housekeeping routines.

7.3.11. To keep master copies of the products and documentation in a safe location.

7.4. The Customer undertakes that neither it nor any entity with which it is directly or indirectly interested, engaged or concerned in any capacity, shall, for the duration of this Agreement, and for a period of 12 months thereafter, directly or indirectly, without the specific prior written consent of IQ Retail, employ any IQ Retail personnel, nor encourage or entice or persuade any IQ Retail personnel to terminate their employment with IQ Retail

7.5. For the purposes of Remote Support, the Customer will ensure that Team Viewer is installed by the Business Partner or Remote Desktop/Terminal Services with dynamic DNS is pre-configured

8.   INTELLECTUAL PROPERTY RIGHTS

8.1. Any and all of the Intellectual Property Rights used or embodied in or in connection with the Software and Documentation are and will remain the sole property of IQ Retail.

8.2. The Customer shall not question or dispute the ownership of such rights at any time during the term of this Agreement or thereafter.

8.3. IQ Retail warrants that, to the best of its knowledge, the Software does not infringe any third-party patent, copyright, trademark or any other intellectual property rights.

8.4. The Customer shall notify IQ Retail in writing immediately if it becomes aware of any infringement and/or unauthorised use of the whole or any part of IQ Retail's Intellectual Property Rights by any third party, and shall provide all reasonable assistance required by IQ Retail in any action it deems fit to bring an end to such infringement and/ or unauthorised use. The decision to take any action and the nature of any action taken shall be at IQ Retail's sole discretion.

9.   SUPPORT SERVICES

9.1. Unless otherwise expressly agreed by IQ Retail, Support Services will be provided during South African business hours from 7.00am to 6.00pm from Monday to Friday, excluding public holidays.

9.2. IQ Retail warrants that it shall use all reasonable endeavours to carry out the Support Services in a professional manner and shall at all times maintain the items supported in good working order. As our products and services are developed, managed, marketed and sold by various companies within the Kerridge Group, we treat information about our Customers (as well as Customer-specific data) as confidential, consistent with all requirements of the Protection of Personal Information Act (No. 4 of 2013).

9.3. Periodic updates provided under support for the Software may include legislative updates, the scope of which can vary considerably. Where major legislative changes take place, IQ Retail reserves the right to charge an additional fee. Such updates are deemed to be outside of the Support Fee cost. New updates of software due to changing legislation must be agreed by the Parties prior to accepting additional charges.

9.4. Software support:

IQ Retail will use all reasonable endeavours to respond to any request for support in connection with the Software by the Customer within 48 hours of receiving notification of such request from the Customer. Error correction is provided on a reasonable effort basis, and IQ Retail does not guarantee correction of any error within any given timeframe. The Customer shall endeavour to provide written notification and appropriate examples supporting any error found. If major errors are found in the Software and brought to the attention of IQ Retail by the Customer in writing, then IQ Retail will supply any correction of same by restoring data from the Customer's last backup, which has been performed on an approved backup solution.

9.5.   New releases and updates:

9.5.1.   IQ Retail shall provide updates and releases from time to time to the Software.

9.5.2.   It is the Customer's responsibility to install corrections, updates and releases to the Software and for ensuring that its staff have the capability of doing so.

9.5.3.   IQ Retail shall have the right to charge additionally for services, which are required due to the Customer failing to install such items correctly.

9.5.4.   Where IQ Retail has to carry out Site visits for support, it reserves the right to charge over and above the annual Support Fee.

9.6.   IQ Retail reserves the right not to deal with, or to charge additionally for reported errors in connection with the Software which:

9.6.1.   are the result of failure of equipment or other software not covered by this Agreement;

9.6.2.   result from faults in mains, electrical supplies or operator error;

9.6.3.   result from, or could be reasonably construed to result from, a lack of knowledge of the Software;

9.6.4.   are caused by air conditioning, humidity or other environmental conditions;

9.6.5.   are caused by the accident, negligence, neglect or misuse of the Customer or any third party;

9.6.6.   result from any attempt by any person, other than IQ Retail, to modify or maintain the Software otherwise than in the case of only trained Customer staff carrying out normal system functions; or

9.6.7.   are caused by cable or connector malfunctions.

9.6.8.   are caused by 3rd party integrators, ecommerce processes, mobile networks, EFT activities, hosting providers, and the like

9.7.   Supported equipment:

Support is provided during the hours set out in 9.1 and on the items listed in Schedule 1; which the Customer so chooses. On receipt of a telephone call or email request for support for an item, IQ Retail will log the call and endeavour to identify the problem as either an engineering problem or a software problem or an operating system/software problem. IQ Retail will, if appropriate to the problem reported, dispatch a consultant to the Site concerned. IQ Retail will use all reasonable endeavours to ensure that IQ Retail's consultant will respond within 48 hours. IQ Retail reserves the right to charge additionally at its standard rates at the relevant point in time where its consultants are called out because of faults which result from: (i) accident, theft, unauthorised transportation, alteration, neglect or misuse of the Software; or (ii) the failure of the Customer to provide and maintain a suitable operating environment as recommended by IQ Retail and/or the manufacturer. IQ Retail shall not be liable for any item, which fails due to the manufacturer's design or inherent defects. Nor shall IQ Retail be liable to perform any work, which is in the opinion of IQ Retail, impractical to perform owing to non-standard use or location. The Customer shall be responsible for all operating materials and for all consumables, including but not limited to the Central Processing Unit (CPU), operating Third Party Software, print heads, laser cartridges, ribbons, toners, fuser and developer kits, all of which shall fall outside the scope of the Support Fee.

9.8.   Charges for additional services:

The Support Fee does not include, and IQ Retail shall charge additionally for:

9.8.1.   repair or support in respect of any data corruption and in respect of software support arising from such data corruption;

9.8.2. the Customer allowing access by a third party to a supported item where IQ Retail has agreed to perform corrective activities. This provision shall in no way limit the rights and/or obligations recorded in 7.3.2 and 9.6.6; and

9.8.3. installation and implementation of new or upgraded versions of Software.

9.9. Remote or local transfer of programs and/or data will be charged to the Customer at IQ Retail's prevailing rates. Any Site visits carried out by IQ Retail in respect of support outside that covered by the Support Fee shall be carried out at IQ Retail's discretion and shall be chargeable at IQ Retail's current daily rate for such service together with the reasonable costs of accommodation, travelling time and travelling expenses, all of which shall be over and above the Support Fee.

9.10. Period of support:

9.10.1. The Support Services shall commence on the Effective Date and shall endure for the term of this Agreement.

9.10.2. The Customer shall not move any supported item reflected in Schedule 1 either from one Site to another Site or within the same building or between different buildings without the prior written consent of IQ Retail, as such can affect the ability of IQ Retail to support it. IQ Retail shall have the right to vary the Support Fee or to terminate support in respect of such item or items.

10. WARRANTIES

10.1. IQ Retail makes no representation and gives no warranties, whether expressed or implied, as to the suitability and operability of the Software for the Customer's needs, its quality or functionality or its fitness for any purpose whatsoever and IQ Retail does not represent or warrant that the operation of the Software will be uninterrupted or without error.

10.2. IQ Retail warrants that for the duration of this Agreement, all Documentation and Support Services provided shall be reasonably accurate, effectively conducted in a professional manner and provide adequate support for the use of the Software.

10.3. In the event that the Documentation and Support Services referred to in 10.2 fails to meet the warranted standards, then IQ Retail shall at its own expense and election, depending on the circumstances, provide such additional or replacement services or Documentation so that the Software is capable of being used as intended.

10.4. The warranties set out in 10.2 and 10.3 shall not apply in the event that:

10.4.1. the breach of warranty is a result of a force majeure event as set out in 16; or

the Documentation and/or Support Services have been subject to misuse, neglect or unauthorised alteration by the Customer.

11. LIMITATION OF LIABILITY

11.1. IQ Retail is excluded from incurring any liability under this Agreement:

11.1.1. if the Software is not used in accordance with the Documentation;

11.1.2. if any defect or liability is caused by the Customer, by a modification or adaptation (other than a modification or adaptation made by IQ Retail which is provided through Support Services) or by Third Party Software;

11.1.3. if any harm or damage to the Customer or any third party arises from inherently dangerous or unauthorised use of the Software;

11.1.4. if the Software and/or Support Services are obtained by the Customer from any source or Supplier other than IQ Retail without IQ Retail's prior written consent; or

11.1.5. arising from the actions or requirements of any governmental authority.

11.2. Notwithstanding anything contained in this Agreement, except for damages resulting from unauthorised use or disclosure of confidential information or death or personal injury arising from either Party's gross negligence or wilful misconduct, IQ Retail shall not be liable under any circumstances, regardless of the nature of any claim for special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage, data loss, data spoilage, computer failure or malfunction, arising out of or in connection with the Software or the delivery, installation, implementation, modification, servicing, execution, performance or use of the Software in combination with any other computer software, or arising out of or in connection with the provision of the Support Services by IQ Retail to the Customer.

11.3.   The Customer must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one year from the date when the Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s), failing which the Customer shall be precluded from initiating the applicable claim(s).

12.   BREACH

12.1.   Should the Customer commit a breach of any of the provisions of this Agreement, then IQ Retail shall be entitled to give the Customer 14 days written notice to remedy the breach. If the Customer fails to comply with such notice, IQ Retail shall be entitled to terminate this Agreement and/or claim immediate payment and/or specific performance by the Customer of the Customer's obligations then in default, without prejudice to IQ Retail's rights to claim damages.

12.2.   Should IQ Retail commit a breach of any of the provisions of this Agreement, then the Customer shall be entitled to give IQ Retail 14 days written notice to remedy the breach. If IQ Retail fails to comply with such notice, the Customer shall be entitled to terminate this Agreement and/or claim immediate payment and/or specific performance by IQ Retail of IQ Retail's obligations then in default, without prejudice to the Customer's rights to claim damages

12.3.   Any claim for damages which the Customer may bring pursuant to a breach on the part of IQ Retail shall be subject to the provisions of 0.

12.4.   If the Customer is in default in respect of the payment of any sum owing to IQ Retail, then IQ Retail shall be entitled to appoint a debt collector or any attorney to collect the sum owing to IQ Retail and any penalties charged thereon on IQ Retail's behalf.

13.   CONFIDENTIALITY

13.1.   Unless otherwise agreed, the Parties shall at all times during and after the continuance of this Agreement, hold confidential and not disclose to any third party, the terms and conditions of this Agreement or any pricing contained herein, any Confidential Information, report on documents received by it or pursuant to, or in the course of the negotiations leading to this Agreement and any calculations, conclusions or determinations thereon, except as may be required by law.

13.2.   Each Party shall take reasonable steps to keep all Confidential Information strictly confidential.

14.   GOVERNING LAW

This Agreement shall be governed in all respects by and shall be interpreted in accordance with the laws of South Africa.

15.   NOTICES

15.1.   The Parties choose as their address for service and execution (domicilia citandi et executandi) for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address and/or e-mail address as stipulated on the cover page of this Agreement, when registering the Product.

15.2.   Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.

15.3.   All notices and communications under this Agreement shall be in writing and shall be deemed given when (i) delivered personally by hand (with written confirmation of receipt); or (ii) when sent by e-mail.

15.4.   Any Party may by notice to any other Party change the physical address chosen as its domicilium citandi et executandi vis-à-vis that Party to another physical address in South Africa, and e-mail address, provided that the change shall become effective vis-à-vis that addressee on the 7th (seventh) day from the receipt (or deemed receipt) of the notice by the addressee.

16.   FORCE MAJEURE

Notwithstanding anything contained in this Agreement, any delay or non-performance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of a Party (including, but not limited to, war, riots, natural disasters and labour unrest) shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

17.   SEVERABILITY

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it had never been written (pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

18. WHOLE AGREEMENT, NO AMENDMENT

18.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof.

18.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

18.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

18.4. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and/or whether it was negligent or not.

19. NO CESSION OR ASSIGNMENT

The Customer shall not be entitled to cede or assign any of its rights or delegate any of its obligations under this Agreement to any third party without the prior written consent of IQ Retail, which consent shall not be unreasonably withheld.

20. EXECUTION IN COUNTERPARTS AND ONLINE ACCEPTANCE

20.1. By accepting the terms and conditions of this agreement whilst (either) installing the IQ Retail software or by clicking the checkbox 'I have read and accept the terms and conditions outlined in the IQ Retail SUA Terms & Conditions in the download button' on this website, you warrant your authority to do so.

PROGRAMME TYPE ☐ IQ2000 V3 ☐ RESTAURANT ☐ POS

☐ BUSINESS ☐ ENTERPRISE ☐ FREE POS

☐ ACCOUNTING+

NO. OF TERMINALS ☐

Are you part of any Buying/Franchise/Corporate Group ☐ YES ☐ NO

If yes, please state which group: _____

BUSINESS PARTNER DETAILS:

_____   _____   _____

BP NAME   BP COMPANY NAME   BP ACCOUNT NUMBER

SCHEDULE 1 - SUPPORT FEE PRICE LIST (2019)

PRODUCT Cost per Terminal/Workstation/ Server	Monthly	Annually
IQ Pos **(SUA Compulsory)**	N$ 109.25	N$ 1311.00
IQ Business **(SUA Compulsory)**	N$ 109.25	N$ 1311.00
IQ Restaurant Light **(SUA Compulsory)**	N$ 109.25	N$ 1311.00
IQ Restaurant Full **(SUA Compulsory)**	N$ 172.50	N$ 2070
IQ Enterprise **(SUA Compulsory)**	N$ 172.50	N$ 2070
IQ Accounting + **(SUA Compulsory)**	N$ 109.25	N$ 1311.00

DEBIT ORDER FORM:

CLIENT BANK ACCOUNT DETAILS:

BANK   : _____

BRANCH NAME   : _____

BRANCH CODE

ACCOUNT NUMBER

TYPE OF ACCOUNT

CURRENT (CHEQUE) ☐   SAVINGS ☐ TRANSMISSION ☐

I / We hereby request "instruct" and authorize you to draw against my / our account with the above-mentioned bank the amount necessary for payment of the instalment due in respect of the above-mentioned on the 5th day of the agreement.

All such withdrawals from my / our bank account by you shall be treated as though they had been signed by me / us personally.

I / We understand that the withdrawals hereby authorized will be processed by computer through a system known as the ACB Magnetic Tape Service, and I also understand that the details of each withdrawal will be printed on my bank statement or on an accompanying voucher.

I / We agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by me / us giving you sixty days' notice in writing, sent by prepaid registered post. I / we understand that I / we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my / our bank (whichever it is or will be).

ASSIGNMENT:

I / We acknowledge that the party hereby authorized to affect the drawing(s) against my / our account may not cede or assign any of its rights to any third party without my / our prior written consent. I / we may not delegate any of my / our obligations in terms of this contract authority to any third party without written consent of the authorized party.

For: IQ RETAIL	For: THE CUSTOMER
Signature: _____ Who warrants that he/she is duly Authorised thereto	Signature: _____ Who warrants that he/she is duly Authorised thereto
Name : _____	Name : _____