IQ SAAS RENTAL AGREEMENT – NAMIBIA PRICING – 2019

iQSaaS POS Edition

POS Pricing:	N$ 264.50 per month per terminal
Workshop Module:	N$ 57.50 per month per terminal

iQSaaS Business Edition

Business Pricing:	N$ 299.00 per month per terminal
Workshop Module:	N$ 57.50 per month per terminal

iQSaaS Enterprise Edition

Enterprise Pricing:	N$ 460.00 per month per terminal
Workshop Module:	N$ 57.50 per month per terminal

iQSaaS Accounting + Edition

Accounting Plus Pricing:	N$ 230.00 per month per terminal
Workshop Module:	N$ 57.50 per month per terminal

iQSaaS Restaurant

Restaurant Full Pricing:	N$ 299.00 per month per terminal
Restaurant Lite Pricing:	N$ 264.50 per month per terminal

SERVICE & UPDATE AGREEMENT

IQ Retail provides a full support plan for all clients by way of the following:

- Telephonic Support
- Email Support
- Remote Access Support

Additional support may be obtained through IQ Retail's Independent Business Partners. Business Partner support does not fall within the scope of this contract.

*Exceptions will be made at IQ Retail's discretion. Subject to Terms and Conditions as per IQ Retails Service and Update Agreement.

TERMS & CONDITIONS

Due to the nature of software support and the involvement of Business Partners in our distribution network, the following details outline the nature and scope of support that the end-user can expect from IQ Retail, hereafter referred to as the Company. This agreement shall be in place and valid only for the period defined in the service agreement.

Further definitions:

The Customer is the company or person using IQ Retail products. A BP is the Business Partner who re-sells IQ Retail products to customers. Inclusions are types of support available.

Exclusions are types of support not available to end-users for the scope of the support / service agreement.

NOTE: *All IQ Retail Business Partners are* <u>*independent consultants*</u> *acting in their own capacity. Business Partners are NOT agents of IQ Retail and as such IQ Retail will NOT be held liable for any misrepresentation, false claims, any information given, or any action performed by a Business Partner, whatsoever*.

When sending us a support question via telephone or email, please be sure to include the following information:

- Your support contract and account number.
- Your name and contact details as well as your company name.
- The exact version number of the IQ system that you are running.
- Operating system being used (Windows XP, 2003 Server, etc.)
- If you are experiencing an error, the complete error message

IQ Retail reserves the right for its Technical Support Staff to decide which method of support (Telephonic Support / Email Support / Remote Support / Business Partner Support) is deemed the appropriate method of support to solve the relevant query.

INCLUSIONS:

1. The Company shall use reasonable endeavours to support the products during the term of this agreement by providing support during working hours (07:00am-18:00pm) of a working week (Monday – Friday).
2. Methods of communication considered reasonable are telephonic (within South Africa) and e-mail.
3. If the Company cannot effect any corrections telephonically, the Company, or qualified BP, upon receipt of written authorisation **from the customer, may attend the customer's premises to effect the correction, in which such** attendance together with travelling time, all expenses and billable time on- site shall be charged to the Customer by the Company or the BP. Failure to settle these fees will lead to immediate suspension of the support / service agreement until settled in full.
4. The Customer shall keep up-to-date backups at all times for use in correction of errors if so deemed necessary by the Company.
5. The Customers obligations are:
   - To keep master copies of the products and documentation in a safe location.
   - To appoint a manager as contact person in all dealings with the Company.

- To select only suitably trained and skilled staff in dealing with the products of the Company.
- **To institute all new releases within version and error fixes and version in line with the Company's** recommendations and to keep machine operating systems up to date and pay all costs associated therewith.

- Not to reverse engineer, **disassemble, translate, decode or modify the Company's products.**
- Not to loan, rent, assign, sub-lease or in any other manner or form transfer the product to any unauthorized third party.
- To ensure, for the purposes of Remote support, that Team viewer is installed by the Business Partner or Remote Desktop / Terminal Services with Dynamic DNS pre-configured.

Failure to adhere to the above obligations may result in termination of the contract.

EXCLUSIONS:

1. Any type of Hardware support including all hardware and peripheral devices and POS units. These units are supported by the vendor of that specific hardware solution.
2. Accounting support or services or auditing or balancing of accounts.
3. All Stationery setup.
4. All Report setup and Report Writing.
5. Incident reporting and Enhancements are not considered support and these reports will be handled outside of the scope of any support / service agreement.
6. Operating system functions and procedures, e.g. deleting, moving or copying of files, restoring backup's, creating shortcuts, mapping network drives, windows explorer.
7. The use of external or third-party software.
8. Terminal Services printing.
9. On-site support and training.
10. Data corruption of any form.
11. Travel and accommodation expenses.

SUPPORT CONDITIONS:

1. The contractee hereby acknowledges that a full set of current backups of both the software applications and the data shall be kept by the contractee at all times.
2. The contractor shall not be responsible for any loss or damage caused to any property or person of the contractee or any third party as a result of any defect.
3. The contractee hereby relieves the contractor of all responsibility for the loss or damage of any data or software applications by any cause whatsoever.
4. All service level agreement fees are subject to an annual increase of up to 10%.
5. The service level agreement will automatically be renewed on the 1st March, for every subsequent year that follows. Cancellation of any service level agreement must be done so, in writing.

_____

The IQ SAAS (Software As A Service) is a rental solution. The system is licensed on a month to month basis. If payment is not received, the IQ SAAS system becomes unlicensed and cannot be utilized.

Debit order payment cancellations require 60 working days, before the debit order process can be cancelled.
Failing to make payment, will result in the immediate termination of the service level agreement.

IQ Retail reserves the right to, at any given time, cancel the service level agreement, and refund any payments already received for future monthly premiums, from the date of cancellation.

COMPANY INFORMATION:

PROGRAMME TYPE:

☐ IQ SAAS POS ☐ IQ SAAS Business ☐ IQ SAAS Enterprise ☐ IQ SAAS Restaurant Lite ☐ IQ SAAS Restaurant Full

INCL WORKSHOP MODULE:

☐ POS Workshop Module ☐ BUS Workshop Module ☐ ENT Workshop Module

NO. OF TERMINALS ☐   ☐ **MONTHLY (Debit Order only)**

FULL REGISTERED NAME OF BUSINESS:
_____

TRADING NAME (IF NOT AS ABOVE):
_____

COMPANY REGISTRATION NUMBER:
_____

VAT REGISTRATION NUMBER
_____

REGISTERED COMPANY ADDRESS:
_____

POSTAL ADDRESS:
_____

TEL NUMBER:
_____

FAX NUMBER:
_____

E-MAIL:
_____

PERSON RESPONSIBLE FOR PAYING ACCOUNTS:
_____

POSITION:
_____

TELEPHONE NUMBER:
_____

DECLARATION:

THE INFORMATION IN THIS APPPLICATION IS TRUE AND CORRECT, AND I / WE UNDERTAKE TO NOTIFY IN WRITING, ANY CHANGE OF DETAILS SHWON HEREIN, INCLUDING CHANGE OF OWNERSHIP, NAME, OR ADDRESS, WITHIN SEVEN WORKING DAYS OF THE CHANGE.

I / WE THE UNDERSIGNED, DO HEREBY BIND MYSELF / OURSELVES JOINTLY AND SEVERALLY AS SURETY / SURETIES FOR AND ON BEHALF OF THE CO-PRINCIPAL DEBTOR / DEBTORS IN SOLIDIUM FOR THE AMOUNT OUTSTANDING ON DEMAND BY THE SUPPLIER.

I / we have read and understood the terms and conditions, and hereby:

SIGNED ON THIS _____DAY OF_____ 20 _____

DIRECTORS / OWNER:
  1. FULL NAME: _____
     ID NUMBER: _____
  2. FULL NAME: _____
     ID NUMBER: _____

SIGNATORIES:
I/WE, THE UNDERSIGNED 1) _____ 2) _____

IN MY/OUR CAPACITY AS 1) _____ 2) _____

_____   _____   _____
BP NAME   BP COMPANY NAME   BP ACCOUNT NUMBER

DEBIT ORDER FORM:

CLIENT BANK ACCOUNT DETAILS:
BANK   _____
BRANCH NAME AND TOWN _____

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 to IQ Retail, 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 if this contract authority to any third party without written consent of the authorized party.

AUTHORIZED BY: _____on the _____day of_____

_____
AUTHORIZED SIGNATURE

Please forward completed form to:	
iqsua@kerridgecs.com	

_____   _____
ASSISTED BY   SIGNATURE

BANKING DETAILS:

Please use the following Banking Details:

Company Name	:	IQ RETAIL (PTY) LTD
Bank	:	STANDARD BANK, HELDERBERG
Branch Code	:	033012
Account Number	:	072316268
Account Name	:	IQ Retail (PTY) LTD
Ref	:	Your account number

Proof of Payment may be faxed to:

+27 21 880 0488 or email it to iqaccounts@kerridgecs.com

A Kerridge Commercial Systems Company