



✉ 4028, Durbanville 7550. ☎ 087 802 2018 Fax 0865026054 📧 am@smart-it.co.za

Registered name: Cyberbit CK 19986454423

SOFTWARE & SERVICE AGREEMENT

Dear Valued Customer,

Thank you for your enquiry about SMART-IT Accounting *as the complete financial solution for your business!*

Your subscription to the SMART-IT Software & Service Agreement guarantees a perfect balance between serious software and excellent service. The SMART –IT benefits include:

- Unlimited telephonic and Internet support
- Ongoing software upgrades & updates at no additional cost
- On-site installation of the software by an authorised Smart-IT consultant*
- 4 Hours training on SMART-it Accounting

We have implemented a dynamic pricing structure for all business needs.

For pricing please see the pricing schedule attached to this document

Should you wish to subscribe to any of the above products, please fax your completed Software & Service Agreement with proof of payment to Smart-It on 0865026054 OR EMAIL TO am@smart-it.co.za.

BANKING DETAILS:

Account Name:	Cyberbit cc	Bank:	Standard Bank
Branch:	Durbanville	Branch Code:	051001
Account Number:	0406669459		

Please fax to (086) 502 9054 with proof of payment. For more information please call 087 802 2018

Should you require any additional information or assistance with regard to the above, please do not hesitate to contact us. Please also find attached the SMART-IT Software & Service Agreement with its Terms & Conditions for your completion.

Our Guarantee:

If for whatever reason you are not 100 % satisfied with the product you can return it for a full refund within 7 days.

“no question asked” money-back guarantee.

SMART-IT SOFTWARE & SERVICE AGREEMENT

Consultant:		Dealer Name:	
Your Company Name:			
Main user of SMART-it:	Title:Mr	First Name:	Surname:
Managing Director / Owner:	Title:	First Name:	Surname:
Financial Director:	Title:	First Name:	Surname:
Telephone: (w) ()		Cellular :	
Telephone: (h) ()		Fax:	
Postal Address:			Code:
Physical Address:			Code:
E-mail (critical for support reasons):			
<input type="checkbox"/> I am an existing user of SMART-IT Accounting <input type="checkbox"/> I previously used Smart-IT Accounting <input type="checkbox"/> I am a new user of SMART-IT Accounting			
Operating System:	<input type="checkbox"/> Windows 'XP	<input type="checkbox"/> Windows Vista	<input type="checkbox"/> Windows 7
Licensing & Setup Smart-it	SMART-it Accounting for Windows (Basic System) R4250 Ex VAT		R
	No. of workstations @ R850.00 each (Ex VAT)		R
Monthly Fees Smart-it	R 85. /month/computer		R
Setup-Webdesign & Hosting	Domain + e-mails R80 (10MB webspace)		R
	Website (3 pages) R1500		R
	Webshop R4000		R
	SEO R650		R
Monthly fees – Webdesign & Hosting	Domain R30pm (10MB webspace)		R
	Website (3 pages) R60pm		R
	Webshop R225 pm		R
	SEO R350 pm		R
	Updates R150 per hour		R
Training	On site R250 per hour		R
	On Skype R150 per hour		R
	Technical call-out R350 per hour		R
Business Telecommunication	Vox Supafone 225 R300 setup fee R225pm		R
	Vox Supafone 500 R300 setup fee R500pm		R
	Additional handsets R30 each		R
ADSL 384k + 1GB combo	R139pm for first 6 months R189 there after		R
Uncapped data only	384k - R219pm 512k - R299pm 4096k - R539pm		R
Uncapped data + line	384k - R339pm 512k - R589pm 4096k - R889pm		R
Accounting Services	Monthly processing R150 per hour		R
			Total
R			
I acknowledge that the above information is true and correct, and that I have read, understood and agree to comply with the attached terms and conditions of this agreement.			
Full Name:		Capacitiv:	
Signature:		Date:	

TERMS & CONDITIONS

1. DEFINITIONS

“the Company”	means Cyberbit cc;
“the/this agreement”	means the agreement set out in this document together with any appendices hereto;
“the territory”	means South Africa,;
“initial registration”	means the initial supply and registration of the product and documentation;
“annual renewal fee”	means the annual (or monthly) 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;
“working hours”	means the hours of 08h00 to 17h30 on a Monday to Thursday, 08h00 to 17h00 on a Friday and 08h30 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.

3. FEES AND PAYMENT

The Customer shall pay to the Company as an monthly subscription fee prior to commencement of the Service Level Agreement. The annual subscription shall be paid in full or by means of a deposit & monthly instalment program offered by the Company. The monthly amount payable by the Customer will be paid by means of debit order and by virtue of the Customer's signature on the debit order form.

3.1 Annual renewal entitles Customer to free upgrade (or upgrades) to the latest SMART-it Accounting software version specific to Customer's existing product category. SMART-it shall be entitled to increase the annual subscription fee and or monthly investment, in its sole and absolute discretion

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.

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 –

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. The Company shall use reasonable endeavours to respond to the Customer within 8 (eight) working hours of notification by the Customer.

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 Company 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

5.4 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.

5.5 If the Company cannot effect any correction telephonically, the Company 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.

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

- 5.6.1 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;
- 5.6.2 from environmental conditions such as humidity and air-conditioning;
- 5.6.3 from accident, negligence, misuse or default by the Customer or any third party or due to a force majeure;
- 5.6.4 from failure or fixed or removal storage media;
- 5.7 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.
- 5.8 "Solution Guarantee" is only applicable under the following conditions:
 - 5.8.1 within 90 days from date of installation,
 - 5.8.2 the product is installed by the Company or authorised its representative,
 - 5.8.3 the user attended a training course under the auspices of the Company.

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.

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.

I acknowledge that the above information is true and correct, and that I have read, understood and agree to comply with the attached terms and conditions of this agreement.	
Full Name:	Capacity:
Signature:	Date: