



IQ BUSINESS INTELLIGENCE SERVICE AND UPDATE AGREEMENT PRICE LIST 2012



SERVICE LEVEL & 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 Value Added Resellers. Reseller support does not fall within the scope of this contract.

** Exceptions to this contract can be made at IQ Retail's discretion.

TERMS & CONDITIONS

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

Further definitions:

The Customer is the company or person using IQ Retail (PTY) LTD products. A VAR is the Value Added Reseller who re-sells IQ Retail (PTY) LTD 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 Value Added Resellers are independent consultants acting in their own capacity. Value Added Resellers 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 Value Added Reseller, 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 / Reseller Support) is deemed the appropriate method of support to solve the relevant query.

Inclusions:

1. The Company shall use reasonable endeavors to support the products during the term of this agreement by providing support during working hours (8:30am-5pm) of a working week (Monday – Friday).
2. Methods of communication considered reasonable are telephonic (within South Africa) and e-mail.



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3. If the Company cannot effect any corrections telephonically, the Company, or qualified VAR, upon receipt of written authorisation from the customer, may attend the customer's premises to effect the correction, in which such attendance together with traveling time, all expenses and billable time on-site shall be charged to the Customer by the Company or the VAR. 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 versions 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 unauthorised third party.
 - To ensure, for the purposes of Remote support, that Teamviewer is installed by the Reseller 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, 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 backup's 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.

All service level agreement fees are subject to an annual increase of between 10% and 15%. 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. Debit order payment cancellations require 30 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.

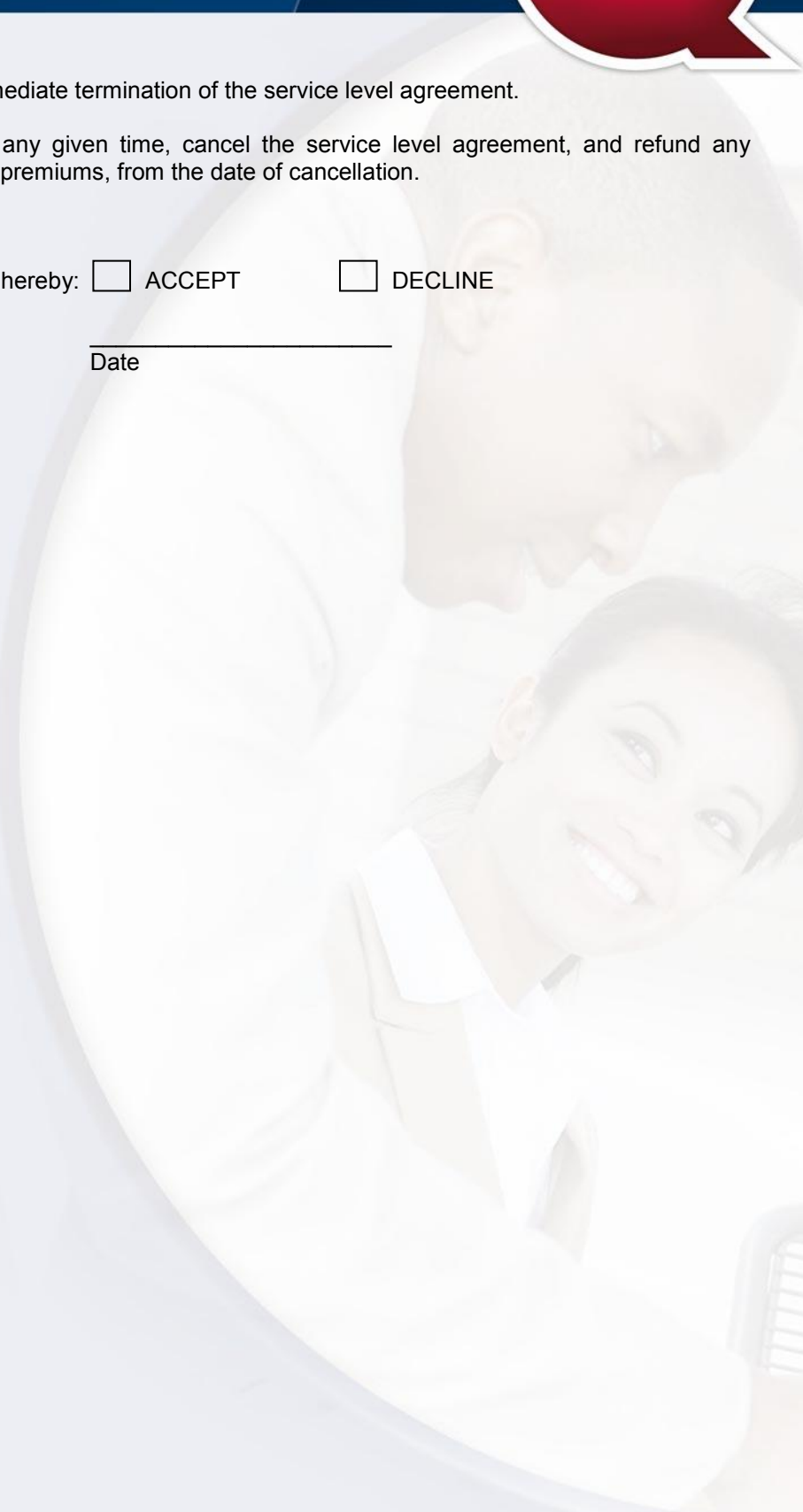
IQ Retail (Pty)Ltd, reserves the right to, at any given time, cancel the service level agreement, and refund any payments already received for future monthly premiums, from the date of cancellation.

DECLARATION:

I/we have read and understood the SUA, and hereby: ACCEPT DECLINE

Signature

Date



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IQ BUSINESS INTELLIGENCE CLIENT SERVICE AGREEMENT DETAILS FORM



PROGRAMME TYPE BUSINESS INTELLIGENCE

NUMBER OF TERMINALS MONTHLY
(Debit Order only)

FULL REGISTERED NAME OF BUSINESS: _____

TRADING NAME (IF NOT AS ABOVE): _____

COMPANY REGISTRATION NUMBER: _____

VAT REGISTRATION NUMBER (please attached copy): _____

REGISTERED COMPANY ADDRESS: _____

POSTAL ADDRESS: _____ CODE: _____

TEL NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

PERSON RESPONSIBLE FOR PAYING ACCOUNTS: _____

POSITION: _____ TELEPHONE NUMBER: _____
(copy of ID required)

DIRECTORS DETAILS:

1. FULL NAME: _____ ID NUMBER: _____
(copy of ID required)

2. FULL NAME: _____ ID NUMBER: _____
(copy of ID required)

SIGNATORIES

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

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

AND BEING AN AUTHORISED REPRESENTATIVE(S) OF THE CUSTOMER, HEREBY DECLARE/ DECLARES AS FOLLOWS:

THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT, AND I / WE UNDERTAKE TO NOTIFY IN WRITING, ANY CHANGE OF DETAILS SHOWN 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 SOLIDUM FOR THE FULL AMOUNT OUTSTANDING ON DEMAND BY THE SUPPLIER.

SIGNED ON THIS _____ DAY OF _____ 20 _____

SIGNATURE FULL NAME IDENTITY NUMBER

VAR NAME VAR COMPANY NAME VAR ACCOUNT NUMBER



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IQ BUSINESS INTELLIGENCE DEBIT ORDER INSTRUCTION



FROM: NAME OF DEBTOR _____
 ADDRESS _____

 DATE _____

SELECT PRODUCT FOR DEBIT ORDER

Business Intelligence
 R750/terminal/month

TO: IQ Retail **FAX NR:** 086 599 3147

Dear Sirs

MY AGREEMENT DATED: _____ / _____ /20_____

Clients bank account details:

BANK _____
 BRANCH NAME AND TOWN _____
 BRANCH

--	--	--	--	--	--

 NUMBER/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 sum of

R _____ (and amount in words) _____, on the _____ Day of

each month commencing on _____ and continuing (as the case may be). 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 by giving you thirty 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).

All service level agreement fees are subject to an annual increase of between 10% and 15%. 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. Debit order payment cancellations require 30 working days, before the debit order process can be cancelled.

ASSIGNMENT:

I / We acknowledge that the party hereby authorized to effect 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 prior written consent of the authorized party.

Signed _____ on the _____ day of _____

 SIGNATURE AS USED FOR SIGNING CHEQUES

 ASSISTED BY CAPACITY
 (Where legally necessary)

NOTE: A cancelled cheque should be attached for bank identification purposes. (Current/cheque Accounts only).
 The User may add to the above minimum requirements.



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BANKING DETAILS



Please use the following Banking details for Service and Update Agreement (SUA) payments only:

Bank : ABSA BANK, SOUTH AFRICA
Branch Name : ALL BRANCHES
Branch Code : 632005
Account Number : 407 3699 711
Account Name : IQ Retail (PTY) LTD
Ref : Your account number

Please use the following Banking details for Payroll renewal, Reseller payments only:

Bank : STANDARD BANK, SOUTH AFRICA
Branch Name : HELDERBERG BRANCH
Branch Code : 033012
Account Number : 07 231 6268
Account Name : IQ Retail
Ref : Your account number

Please fax copy of deposit to: 021 880-0488



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