

**TOUCH365 ANNUAL LICENSE AND SERVICE CONTRACT FOR THE
USE OF THE TOUCH365 BUSINESS AND POS SOLUTION SOFTWARE**

CUSTOMER DETAILS FOR ANNUAL LICENSE AND SERVICE CONTRACT

Software License For:	
Touch365 Software Version:	
Commencement Date:	
Customer Name:	
Number of Users:	
Software Registered To:	
Address 1:	
Address 2:	
Address 3:	
Main Contact Person:	
Managing Director/Owner:	
Telephone:	
Fax:	
Cell:	
Email Address:	
Website:	
Postal Address 1:	
Postal Address 2:	

I acknowledge that the above information is true and correct, that I have read, understood and agree to comply with the attached conditions of this agreement.

The COMPANY and/or The RESELLER

Touch365 (Pty) Ltd CK2014/125459/07 (The Company)	148 Barry Hertzog Ave Greenside 2193 Tel:011-646-5426 Email:info@touch365.co.za	P.O. Box 442 Crown Mines 2025 Fax:011-646-4452 Web:touch365.co.za
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NOTES:

TERMS AND CONDITIONS

1. DEFINITIONS

“the Company” means Touch365 (Pty) Ltd; “the Product” means the Touch365 Business and POS Solutions Software; “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 product and documentation; “annual license fee” means the annual charge to cover the continued use of the products and documentation, the product will require annual activation keys; “documentation” means the Customer manual and any other paperwork supplied by the company or its authorised dealer; “working hours” means the business hours 08h15 to 17h00 on a Monday to Thursday and 08h15 to 16h00 on a Friday excluding all 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. License

The Customer is hereby granted for the term of this agreement a non-exclusive, non transferable license to use the product and documentation. The product can be loaded on the same number of CPU's as per the number of users of the product as purchased at the address or location listed on the License and Service Agreement.

3. Fees and Payment

The customer shall pay to the “Company” or to an authorised “Reseller” an annual license fee prior to the commencement of the Service Level Agreement. The annual subscription shall be paid in full.

3.1 The annual renewal entitles the Customer to a free Upgrade (or upgrades) to the latest Touch365 software version specific to the Customers existing product set.

3.2 The license fee can increase due to inflationary pressures on a yearly basis.

4. Term

This agreement shall commence on the effective date of this agreement and shall continue for a fixed period of 12 (twelve) months thereafter (“the termination date”). If no notice of termination is given at least 30 days prior to termination date, the agreement shall automatically be renewed for a further period of twelve months and the provisions of this agreement shall, mutatis mutandis, apply in respect of such 12 (twelve) month period. The agreement shall commence on the effective date and remain in force for a minimum period of 12 months. 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 1 (fifteen) days of receipt of written notification;

4.2 the Customer fails to pay any amount due in terms of this agreement on the due date;

4.3 the Customer commits an act of insolvency as defined in the insolvency Act.’

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 during working hours.

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

5.3 The Customer shall be responsible for the installation of corrections, updates and for ensuring that its staff have the capability of doing so. Should the Customer fail to install the product upgrade correctly or at all in accordance with the Companies instructions, the Customer can then request the Company or its authorised “Reseller” for assistance in this regard.

5.4 If the Company cannot effect any correction telephonically, the company, or authorised Reseller, upon receipt of written or telephonic 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 the authorised Reseller.

5.5 The Company shall not be responsible for and shall not be obliged to correct errors:-

5.5.1 from failure of equipment or other software which are not covered by this agreement

5.5.2 from faults in electrical supply and operator error from whatever cause or caused by power cable, network cable or connector or breaks etc.;

5.5.3 Damage to the system from a lightning strike, power surges or any act of God;

5.5.4 from environmental conditions such as dust, humidity, heat, etc.;

5.5.5 from the failure of removal or fixed storage media;

5.5.6 Damage to the system due to operator error or lack of operator training;

5.5.7 from negligence, accidents, misuse of default by the Customer or any third party or due to a force majeure;

5.6 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.

5.7 The Company offers training and installation services for the product if required by the Customer. If the Customer needs these services, The Company or its authorised "Reseller" upon receipt of written or telephonic authorisation from the Customer shall provide these services 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 Touch365 software, 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 product and 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 make backups of his data;
- 8.2 to ensure that the equipment on which the product is installed is not faulty and in good working condition;
- 8.3 to appoint a contact person within his organisation to deal with all correspondence and communication with the company;
- 8.4 to select staff that can be suitably trained for operation of the product;
- 8.5 to ensure that staff is suitably trained in the operation of the product;
- 8.6 to upgrade to new releases including error fixes of the products in line with the company's recommendations and to keep machine operating system software up to date and to pay all costs associated therewith;
- 8.7 not to reverse engineer, disassemble, translate, decode or modify the product;
- 8.8 not to loan, rent assign, sub-lease or in any other manner or form transfer the product to any unauthorised third party;

9. Hardware Recommendations

MINIMUM SYSTEM REQUIREMENTS	
SINGLE USER SYSTEM	
HARDWARE	
CPU	CORE i3
MEMORY – Minimum Recommended	4GB 8GB or Higher
Screen Resolution Recommended	1024 x 786
OPERATING SYTEM	
Microsoft Windows	Versions Win 10 Professional

10. Notices

- 10.1 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 regards hereto.
- 10.2 Any notice given by the one party to the other party shall, until the contrary is proved by the addressee, be deemed to be received by the addressee seven days after it has been dispatched by pre-paid registered post to one of these addresses of the addressee, or on the same day on which it is delivered by hand to the addressee's domicilium citandi et executandi.

11. General

- 11.1 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.
- 11.2 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.
- 11.3 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.

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. Signatures

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY OF _____ 2025

ON BEHALF OF TOUCH365
AND DULY AUTHORISED THERETO

AS WITNESS

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY OF _____ 2025

ON BEHALF OF THE CUSTOMER
AND DULY AUTHORISED THERETO

AS WITNESS