

eZee Business Management Software EULA

IMPORTANT-READ CAREFULLY:

This eZee IT Solutions, eZee Business Management Software End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and eZee IT Solutions for the use of the eZee Business Management software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation.

("SOFTWARE PRODUCT").

By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install nor use the SOFTWARE PRODUCT.

For the remainder of this contract SOFTWARE PRODUCT shall mean the eZee Business Management Software and any additional modules that may be available.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. GRANT OF LICENSE

This EULA grants you the following rights:

- a. Software Product. eZee IT Solutions grants to you as an individual, a legal entity, a personal, nonexclusive license to use the SOFTWARE PRODUCT in accordance with the license you have purchased.
- b. Electronic Documents. Solely with respect to electronic documents included with the SOFTWARE PRODUCT, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- a. Not for Resale Software. You may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.
- b. Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, de-compile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- c. Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer. Each separate computer requires its own license.
- d. Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.
- e. Support Services. eZee IT Solutions may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the eZee IT Solutions policies and programs described in the user manual or, in "online" documentation, and/or in other eZee IT Solutions provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to eZee IT Solutions as part of the Support Services, eZee IT Solutions may use such information for its business purposes, including for product support and development.
- f. Termination. Without prejudice to any other rights, eZee IT Solutions may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you MUST destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. UPGRADES.

If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by eZee IT Solutions as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT.

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by eZee IT Solutions or its suppliers and respective companies. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material.

5. EXPORT RESTRICTIONS.

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (i) the SOFTWARE PRODUCT or related documentation and technical data or (ii) your software product as described in Section 1(f) of this EULA (or any part thereof), or process, or service that is the direct product of the SOFTWARE, to any country to which such export or transmission is restricted by any applicable S.A. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the S.A. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

6. MISCELLANEOUS

If you acquired this product in South Africa, this EULA is governed by the laws of the South Africa. If this product was acquired outside South Africa, then local law applies. Should you have any questions concerning this EULA, or if you desire to contact eZee IT Solutions for any reason, please email eZee IT Solutions at info@eze.co.za

7. NO WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, eZee IT Solutions AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE PRODUCT, AND ANY ACCOMPANYING HARDWARE. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL eZee IT Solutions OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR ANY ACCOMPANYING SOFTWARE THAT MAY BE INCLUDED WITH THE SOFTWARE PRODUCT, EVEN IF eZee IT Solutions HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. ADDITIONAL SOFTWARE/SERVICES.

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that eZee IT Solutions may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. eZee IT Solutions reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.