

END USER LICENSING AGREEMENT

REVELATION for Windows

Copyright (c) 2016 by Revelation Accounting Software. All Rights Reserved

LICENCE

The Revelation Accounts Package (herein after referred to as "the Package") is protected by both the South African Copyright law and International Treaty Provisions as well as subject to the South African and International Common and Civil Laws, National Credit acts & Consumer Protection Act of 2008 of the Republic of South Africa. Revelation Accounting Software authorises you to make backup copies of the Package for the sole purpose of protecting your investment.

Revelation Accounting Software is Network (LAN) ready and is supplied in various Multi-Terminal configurations (up to 250 Terminals/Seats) for operation on Local Area Networks or as a "1-Terminal" version for operation on a single PC.

The Package and the Package Source Code remains the property of Revelation Accounting Software. The client only purchases the usage rights of the package for the duration the agreement period as governed by the terms of the Monthly Update and Support Fee Contract (hereinafter referred to as "the SLA Agreement" or "SLA" for short).

The Package may be used by any number of people and may be moved from one computer location to another, provided there is no possibility of it being used by two different people in two different places at the same time (unless on the same Local Area Network. The data must still be housed on the same main PC or Server and the same Hard Drive (hereinafter referred to as "the Server" or "Server")) as this will constitute a violation of the Copyright Licence. For the mutual protection of Revelation and the legal owner of the purchased Serial number, this process is protected via a Hard Drive key that is linked and Generated by using a combination of the clients Server hard drive and the clients purchased Serial number. The package serial number may only be linked to one Server Hard Drive at any given time. In order to change the Hard Drive Key, you will have to notify and obtain a new Hard Drive key from Revelation. Revelation reserves the right, but is not obligated to require a written confirmation before allowing a Hard Drive Key change and the hard Drive Key change will be done at the discretion of Revelation.

Revelation is sold as a "**PER SEAT**" License and depends on the amount is Terminals/Seats (herein after referred to as "Terminals") purchased. The package Type* and serial number purchased, determines the amount of Terminals that may be used at any given time. (E.g Serial Number SA000012 is a Small business 1 Terminal and SB000012 is a Small Business 2 Terminal). As such the package counts the amount of concurrent Terminals connected to the Server at any given time, regardless of the amount of users created and regardless of the amount of companies set up on the Server. (For example, if you have a 2 User License (e.g. Small Business 2 User) only 2 Users may connect to the Server at any given time. Both users may use Company 01 or one User may use Company 01 and the other User may use Company 02. You may **NOT** use 2 Users in Company 01 and 2 Users in Company 02. This will require a 4 Terminal license). It is your responsibility to make sure that you have purchased the correct amount of Terminals/Seats required.

The number of users (*Not Terminals*) is limited to 999 and may change at any time without prior notice. The number of Companies** that may be registered is limited to the package purchased and may also change without prior notice.

As these Terms and Conditions are part of the Installation procedure when initially installing the package, by ticking the box next to "I accept all the terms of the above license agreement" you (or your agent on your behalf) are agreeing with and excepting the terms within this agreement. It is your responsibility to familiarise yourself with the content

WARRANTY

With respect to the physical Installation file, disks and physical documentation available and amended from time to time, Revelation Accounting Software warrants the same to be free of defects in materials and workmanship for a period of **60 days** from the date of purchase. In the event of notification within the warranty period of defects in material or workmanship, Revelation Accounting Software will replace the defective Installation file, disk or documentation. The remedy for breach of this warranty shall be limited to replacement and shall not encompass any other damages, including but not limited to loss of profit, and special, incidental, consequential, or other claims.

MONTHLY UPDATE AND SUPPORT FEE (SLA)

To ensure that you are able to use, update and receive Support on your Revelation package, a monthly SLA is payable. This payment will be via Debit Order, unless an exception agreement was made for an alternate payment method. The amount of this monthly fee depends on your version of Revelation as well as the number of Terminal Licensing purchased. See Pricing Options for Details http://www.revelation.co.za/Products_PricingOptions.aspx or contact Revelation directly for the cost of this monthly fee.

The support offered will only be telephonic support directly from Revelation during normal office hours and will NOT include any onsite visits, training or cover any dealer or dealer related costs. We are NOT an IT Support or Auditing centre and will only give support to matters relating to the package and its functionality.

We reserve the right to adjust this price without prior notice as circumstances and market trends dictate. It is your responsibility to download and complete the SLA and return it to Revelation within a reasonable period. The package will NOT be activated without a completed SLA. (Once in Revelation, click on [HELP] then [Support Contract] in order to download a Copy of the SLA agreement).

Your purchase of this package implies your agreement to pay this monthly fee. If you are not prepared to pay the fee, return this package to your Dealer within 60 days of purchase for a full credit on this package only. Absolutely **No** Credits will be considered after this Cool off period.

However, failure to send the completed SLA within the 30 days grace period does **NOT** constitute a automatic Cancellation as there may be circumstances preventing the SLA to be completed and returned on time.

ENVIRONMENT

The Revelation Accounting Software range of Products was written with and developed for the Microsoft Windows® Environment and therefore Revelation Accounting Software is **Fully Compatible** with ALL current versions of Microsoft Windows® (32 & 64 Bit) - This INCLUDES Windows 8.1® & Windows 10® and ALL current Windows Server® Versions.

Although Revelation Accounting Software has taken every care to make sure that our products function correctly on these operating Systems, Revelation will not be held responsible for the compatibility and functioning of operating systems, their configuration, setup, maintenance or future compatibility with our Products. This includes, but is not limited to, the setup and configuration of your network and other hardware and software packages that are or will be present on these platforms. Revelation is also not responsible for any software or Hardware that interferes with or cause the failure of the normal functioning of Revelation (Such as Anti-Virus Programs, Routers or Hard drive crashes ect.) or that are not or will not be compatible with the package. We also make no guarantee that Revelation will function with all possible combinations of Hardware and Software available and as such cannot be held responsible for any losses or other claims that arise from such interfaces or incompatibilities. If your Environment is not suitable for the correct functioning of Revelation at the time of installation, please return the package to your dealer or to Revelation directly within **60 Days** for a Full Credit on the package only. No future incompatibility issues (hardware or Software related) will be grounds for a refund.

SETUP, TRAINING AND INSTALLATION

Revelation is sold as an "**Off-the-Shelf**" Product and as such the Setup, Training and Installation of the product is NOT included as part of the purchase price of the package. If required, these additional fees may be levied and delivered by either a Dealer, IT Specialist, agent or Revelation directly. Although Revelation has taken every care that Dealers and agents are competent, Revelation will NOT be responsible for the fees, actions, neglect or damages caused by any IT Specialist, Dealer or agent at ANY time as they are acting on their own recognisance and for their own reward. In the event that Revelation levied any additional fees over and above the price of the package (such as Installation and training fees) and you exercise your option for a Credit on the package (as specified within the Terms and Conditions of this agreement), these fees will NOT be refundable.

DISCLAIMER

Revelation Accounting Software specifically disclaims all other warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose with respect to defects in the download files, disks and documentation, and the program license granted herein in particular, and without limiting operation of the program license with respect to any particular application, use, or purpose. ***In no event shall Revelation Accounting Software be liable for any loss of profit or any other commercial damage, including, but not limited to, special, incidental, consequential or other damages which may be incurred while using the Package. The Package is only sold on this understanding.*** Your purchase of this package implies your acceptance of this clause. If you do **NOT** accept this disclaimer, notify Revelation or the Dealer IN WRITING about the intended cancellation as soon as possible, but within **60 days** of purchase, for a full refund on the package only. Absolutely **No** Refunds will be considered after this period, regardless if

the package was or was not installed, trained on, supported or was or was not utilized (correctly or incorrectly).

All rights are reserved by Revelation Accounting Software. No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into any language, in any form or by any means, electronic, mechanical, magnetic, chemical, manual or otherwise without prior written permission from Revelation Accounting Software.

Revelation Accounting Software reserves the right to revise this publication and to make changes to the Package from time to time without obligation of Revelation Accounting Software to notify any person of such revision or changes.

*

Upstart	-	1 Terminal
Achiever	-	1 Terminal
Small Business	-	from 1 to 5 Terminals
Enterprise	-	from 1 to 19 Terminals
Empire Builder	-	from 24 to 140 Terminals
Empire Builder (SQL)	-	from 24 to 240 Terminals

**

Upstart	-	1 Company
Achiever	-	9 Companies
Small Business	-	99 Companies
Enterprise	-	999 Companies
Empire Builder	-	999 Companies

FTP BACKUP TERMS & CONDITIONS

Copyright (c) 2017 by Revelation Accounting Software. All Rights Reserved

Revelation has identified the need to provide its clients with a Simple, Reliable Backup Engine that will not only backup current data, but also take care of archive data. In order to achieve this, we have set up a FTP Server on a remote site. This site is currently being hosted and maintained by a market leading ISP that has several redundancies built in, in order to ensure a stable and SECURE location for our clients to back their data up. This backup procedure makes use of the internet and thus requires a reliable internet connection.

This document regulates the relationship and responsibilities for the FTP backup procedure that Revelation now offers their clients in order to ensure that in the case of catastrophe, the client has a recovery fall back procedure for their Revelation Data only. This will include the following:

- Quick Backup's (As selected by the client in the System Setup => General – per Company)
- Pre-Month-end Backup's (As selected by the Client as per above)
- Pre- Year-end Backup's (As selected by the Client as per above)

The Parties agree to the following responsibilities and implications as stipulated below:

That the words in this contract have an explicit meaning and not any implied meaning open for interpretation unless stipulated.

Terminology used in this document will mean the following:

- Local Revelation Server or Server: The PC or location where the Revelation DATA is situated on the Network
- FTP or FTP Location: The Off-site Location where the client data will be sent to on the Revelation Server
- FTP Backup Manger - The Software that Revelation provides to move the clients data to the FTP Server on a regular basis as specified by the client per company per site.
 - The Provider - Revelation Accounting Software and it's authorised agents on call
- Data - Client's Revelation Data: The Revelation Man Program Data as selected by the client to be backed up to the FTP Server. This refers to Revelation Data ONLY. No other data such as Client documents and other PC Data will be backed up.
- Data Set Limit – This Refers to the number of Company data that each Revelation Package may back up to the FTP Server. This is determined by the type of package that you own or Rent. You may purchase more datasets from Revelation if Required.
 - Upstart – 1 Company data Set
 - Achiever – 1 Company Data Set
 - SBE – 2 Company Data Sets
 - Enterprise – 3 Company Data Sets
 - Empire Builder – 3 Company Data Sets

That the Client agrees that the Provider is providing a LOCATION ONLY for the Revelation backups to take place onto, and that the client remains responsible to check their own backup's on a regular basis via the Backup tools that the Revelation software provides in the FTP Backup Manager.

PLEASE NOTE: That *only* Revelation Company data will be backed up. We currently do not even provide for any Revelation add-on module data to be backed up. (This may be included in future FTP

Backup manager updates). You remain responsible for backing up any other software that is located on your PC and or network.

That the Provider may and indeed does use a third party service Provider to host the Providers FTP Backup Server and that this provider may be changed without notice from the client and that the FTP backups are regulated and controlled by the relationship between the 3rd party provider and the Provider. (e.g. the 3rd party provider provides the Provider with a fixed internet speed that is governed by availability. If this connection is down, the 3rd party provider, and as such, the provider will not be liable for any loss of data due to this connection breach (e.g. a Seacom cable may be damaged or down for a period).

That it is in the clients control and thus the client's responsibility to make sure that the required backups are to be included in the backup set that is required to be backed up onto the FTP back location. (The client has to select the required backups to be made offsite via the Software selection setup).

PLEASE NOTE: That Revelation will only include those backups that the user has selected in the Main Setup under the System Preferences. (e.g. If the Quick Backup engine has been set to only maintain three Quick Backup Sets in the Local Revelation location (Server PC) then the FTP backup will only push three backup sets to the FTP location). Revelation FTP Backup can NOT send a Backup set to the FTP Location if the back is not present on the Local Server.

If new companies have been added by the client to their local Revelation server, it is the CLIENTS responsibility to add the new companies' backup sets to the FTP backup engine. THEY WILL NOT AUTOMATICALLY BE ADDED TO THE FTP BACKUP ENGINE.

That unless the clients account is in arrears, that the Provider may not withhold the data from the client and MUST produce the backup's to the client on request OR may not hinder the client from retrieving such backup's as and when the client requires them.

That the data be checked by the client on a regular basis in order to ensure that the FTP backups are correct and that they are retrievable. It is thus the client's responsibility to inform the Provider if they suspect any failure in the backup procedure or data integrity.

It is also the client's responsibility that the data is in good working order. Corrupt data can and will be copied to the FTP server if they are part of the Backup set. The Provider WILL NOT be held responsible for any such corrupt data. (Although the Provider will make every effort to assist the client in retrieving such corrupt data in the case that a restore is required, there is not guarantee that such a restore will be successful).

That it is the CLIENTS responsibility to make sure that you have Internet connectivity for the FTP backup's to take place. If you do not have a good internet connection the Provider can NOT guarantee that the FTP Backups are taking place.

That in the event of internet interruption, if the data is required from the Provider that the Provider will have 72 hours to retrieve the data from the 3rd party provider and the data can then be collected from the Provider. It is NOT the responsibility of the Provider to deliver such data to the client's premises or location.

That in the event of a catastrophe, that it is not the responsibility of the Provider to restore the program that controls the data (although we will gladly assist where we can), but only for the data

itself to be returned to the client. (You may have to get a Revelation or other hardware dealer to assist you with the supply and setup of your infrastructure as required, at your own cost).

That the Provider will be at liberty to withhold data in the case of outstanding accounts from the client.

That the Provider may terminate the contract at its own discretion with a 30 day written notice period.

That the Provider will not be held responsible for any failure of data backups due to hardware problems or any other failure on the side of the Client, preventing the backup's from taking place. (e.g. the client switches off the PC before all the backup sets have been sent to the FTP).

That the Client undertakes to safe-guard their PC's from any possible damage resulting in the interference of the backup procedure and that the Provider will not be held responsible for such damage. (e.g. Surge protection on the telephone lines, etc. You cannot give Revelation the blame if lightning damaged your PC's by saying you left the PC's on so that Revelation can do the backup, and now blame Revelation for the damage).

That the data will not be encrypted and will only be protected IF YOU HAVE USED THE PASSWORD before you backed up the data. Only users with access to your Disk number will be able to retrieve such data (so don't give this password and disk number to strangers).

The Provider will not be held responsible if the data is retrieved by a third party that has been given privilege to the Disk number and Password.

That the Client will be paying the Provider via a Debit order system in advance and that this debit order will form part of the SLA Debit Order. This will mean that a new SLA will have to be completed and that the new SLA will replace the existing SLA. On cancellation, a new SLA will have to be signed.

That the contract will be for an initial period of 12 Months and thereafter will continue on an ongoing basis until cancelled.

That after the initial period of 12 Months, written notification must be given 2 months prior to the required cancellation date. This arrangement will continue until cancelled in writing.