

Knowledge Base Sales (Pty) Ltd

TERMS AND CONDITIONS OF SALE

AllyCAD and Civil Designer License Agreement

Copyright (C) 2016 All Rights Reserved
Knowledge Base Sales (Pty) Ltd
Block I, The Terraces,
Steenberg Office Park,
Tokai 7945, South Africa

License Agreement

You should carefully read all the following terms and conditions before using this software. Your use of this software indicates your acceptance of this license agreement and warranty.

Usage

The purchaser (hereafter referred to as the Licensee) hereby accepts from Knowledge Base Sales (Pty) Ltd (hereafter referred to as the Licensor) a non-exclusive, non-transferable licence to use the software, AllyCAD and/or Civil Designer, subject to the following conditions:

1. The license fee shall be payable in advance and this agreement commences on said date of purchase.
2. A separate license fee is payable for each computer upon which the Licensee wishes to have simultaneous use of the software.
3. It is the Licensee's responsibility to insure the program for the full current replacement value. In the event of theft or loss of the program, security disk or security module, or damage to any of the foregoing, the license must be re-purchased in full. If only media replacement is required then a shipping fee will be applicable.
4. The Licensee undertakes not to copy, except for backup purposes, reproduce, translate, adapt, vary or modify the software, nor to communicate the software to any third party other than the Licensee's employees, without the Licensor's prior written consent. The Licensee also undertakes not to bypass or attempt to bypass the security measures incorporated in and supplied with the program by any means whatsoever, including third-party applications purporting to be a back-up system for hardware security devices.

5. The Licensee agrees that it shall not itself - nor through any subsidiary, agent or third party - sell, lease, license, sub-license or otherwise deal in the software.
6. The Licensee acknowledges that any and all of the intellectual property rights including trademark, trade name, copyright and all other rights used or embodied in or associated with the software remain the sole property of the Licensor and its principals.
7. The Licensee shall not question or dispute the ownership of any such rights at any time.
8. No warranty of any kind is expressed or implied with regard to the use or application of the software or its fitness for any particular purpose. The verification of all results and output is entirely the responsibility of the purchaser.
9. While every care has been taken in the preparation of the software program and its manuals, Knowledge Base Sales (Pty) Ltd, its employees and agents shall not be liable for any loss or damage (including in particular, consequential losses, loss of profits and penalties) suffered by the Licensee arising from any cause whatsoever in connection with the software program or the use thereof whether such loss or damage results from breach of contract (including a fundamental breach), negligence or any other cause and whether or not this contract is at any time cancelled by the Licensee.
10. Knowledge Base software is designed to operate on Microsoft Windows operating systems and it is the Licensee's responsibility to ensure a Windows partition is correctly installed on any computer or workstation which is set-up with an alternative operating system.

Governing Law

This agreement shall be governed by the laws of South Africa and International software laws.

Annual Subscription Contract

The licensee agrees to enter into an Annual Subscription Contract with Knowledge Base Sales (Pty) Ltd on the software listed in the attached product schedule at the terms and conditions set out below:

1. Knowledge Base agrees to provide through its Call Centre (+27 21 7011850 or 0860 101 999) telephonic support to the licensee during the hours 08:00 to 17:00 (GMT + 02:00), Mondays through to Thursdays and during the hours 08:00 to 16:30 (GMT + 02:00) on Fridays during the period of this agreement. This excludes public holidays. Support includes the following:
 - a. Resolution of problems/faults in the licensed software.
 - b. On-going information on updates regarding new developments in the software.
2. Knowledge Base agrees to provide new releases of the licensed software at no extra charge as and when they become available, during the period of this agreement.

3. In the event of the licensee requiring on-site support the cost of travel (at prevailing AA rates, or air fare plus car hire and full hotel accommodation) will be for the account of the licensee. In addition to this, the ruling hourly rate for support will be charged.
4. The licensee agrees to appoint 1 (one) member of his staff at each installed site as a liaison officer. The appointed staff member will be the sole person to forward enquiries regarding the licensed software.
5. The licensee agrees to have his staff properly trained in the effective use of the operating system and the licensed software. Failure to do so will result in the ruling hourly rate being charged.
6. This agreement will remain in force for a period of 1 (one) year starting on the date appointed by Knowledge Base.
7. Both Knowledge Base and the Licensee agree that the sale shall be governed in accordance with the laws of the Republic of South Africa. Any proceedings that Knowledge Base may take against the Buyer will be instituted in either the High Court of South Africa (Cape Town) or in the Magistrate's Court having jurisdiction.
8. If a security dongle is lost or stolen the Licensee is liable to re-purchase the software at the current purchase price.
9. With regard to inter-departmental security dongle transfers, the responsibility resides with the Licensee to inform Knowledge Base of the new location/department. Please note that this is very important.
10. The Licensee agrees to advise Knowledge Base immediately, if there are any changes to its physical or postal addresses and any other contact information or other changes that affect this agreement.
11. The Licensee accepts that interest will be charged on all amounts outstanding over 60 Days, at prime + 5%.
12. The Licensee accepts obligation for all legal costs in the event that Knowledge Base needs to institute legal proceedings against them, on any basis.

Additional Terms

1. If you have selected that you are not a resident or company operating in South Africa, you agree that your rights of use of the software are limited to outside South Africa, unless paying the necessary government duties, VAT 14%.
2. You are purchasing the Software online via MyGate's Payment Gateway and we are not responsible for any downtime or system outage of MyGate's infrastructure.