

## ***TERMS OF ENGAGEMENT***

### ***Proposal Costings***

After a detailed audit of prospective client sites, Datascope Consulting will provide a detailed proposal highlighting specific business requirements. The proposal also covers software requirements, hardware requirements and implementation and timing with their associated costs. At the proposal stage, all the costs shown are estimated. Accurate costs will only be available after final solution specification has been signed off. All prices exclude VAT and payment terms are strictly 30 days from date of invoice.

### ***Payment Schedule***

All payments will be agreed upfront based on a payment schedule. This schedule will be based on the detailed project plan showing deliverable milestones every month of the project.

### ***Implementation Timing***

Datascope Consulting always budgeted an agreed upon number of hours for system implementation and training. Should we exceed this budgeted period, any further time spent would be on a time and material basis (at a rate of R500.00 per hour) with weekly signed off time sheets.

### ***Annual License Fees (ALF's)***

An annual licence fee of 15% of Datascope Consulting's standard software costs are mandatory and are payable annually. These costs are invoiced annually at the end of September and are payable before the end of October. Annual software license keys are given through to the client after payment is received.

The purpose of ALF's is to ensure that the software is continually enhanced as the product grows. Additional value adding modules will be added to the core product based on on-going evaluation by Datascope Consulting. Clients will benefit as these modules will be uploaded automatically with the annual license key. ALF's ensure that the product remains robust and cutting edge.

### ***Hardware Requirements and Payment***

A web server would be required to host the Datascope WMS application. The following is a recommended specification from Datascope Consulting. However, this server needs to be procured and installed by the client according to your internal hardware policies.

Suggested Web Server Specifications:

- 1 Xeon 2 GHz
- 1 GB Ram
- 1 100GB SATA drives in raid 1 mirroring
- 1 100GB SATA drive not connected
- Onboard network and screen card
- Win XP pro

The shopfloor WMS frontend PC's minimum specification should be:

Hardware

- Intel 1.8 Dual Core
- 80 Gig HDD
- 512 – 1 Gig Memory
- 100MB Network Adapter
- Minimum Screen Resolution 1024 x 768

Preloaded Software

- Windows XP Professional
- Windows Service Pack 2
- Internet Explorer 6 or later
- .Net Framework 2 or later

Datascope Consulting will not be responsible to resolve any hardware or network technical issues on your site. This includes the wireless AP network used by the scanners.

Kindly ensure that your company is running SYSPRO issue 6 version 10. Service Pack 2 or later is ideal for Datascope Consulting's WMS.

### ***Flights and Accommodation***

All flights and accommodation will be for the client's account.

### ***Training***

A budget has been provided for training on our MS Project plan. Should the client require additional time to be spent on training, this will be billed separately at the normal rate of R500.00 per hour.

### ***Documentation***

The Datascope WMS has generic user manuals linked to the software.

### ***Datascope Software Licence Agreement***

Datascope Consulting has a standard software terms and conditions agreement which both parties will be bound by. This document can be found at [www.datascope.co.za/legal](http://www.datascope.co.za/legal).

## ***Warranty & Disclaimer***

Datascope Consulting CC hereby warrants that it shall perform services in a professional and workmanlike manner, and that all Software supplied by it shall function according to the reasonably accepted standards of the profession.

Datascope Consulting CC further warrants that for a period of 60 (SIXTY) days from the date of initial delivery of the software to the client, that such Software shall function in accordance with this proposal document. Should the software not conform substantially to the Software product description as contained in this document, the Software, and all copies made may be returned to Datascope accompanied by evidence in writing showing its substantial non-conformance, within 30 (THIRTY) calendar days of such non-conformance occurring, and Datascope shall, at their sole discretion either replace the Software or agree to terminate the Agreement and refund all monies paid over by the client in this respect of this Software. Such warranty shall only be in respect of initial delivery of the Software, and shall exclude all updates and revisions thereof.

Datascope Consulting CC does not extend their warranty in any way whatsoever, to consequential damages or losses, other than to the possible replacement of the software, and/or a refund of the costs pertaining thereto.

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