

Subscription Agreement for Rigel Business: Financial Accounting Software for Small and Medium Size Businesses

This Subscription Agreement (“Agreement”) is entered into and becomes effective upon payment of the initial subscription fee and downloading the software between:

Stella Lumen (Pty) Ltd, a company incorporated under the laws of the Republic of South Africa, having its principal place of business at 52 Norfolk Terrace, Westville, Durban (referred to as the “Provider” or “Stella Lumen”), and

[Customer/Client Name], a company incorporated under the laws of [Customer’s Country/Region], with its principal place of business at [Customer Address] (referred to as the “Customer” or “Client”).

Details must be included in the payment sheet on the payment gateway.

WHEREAS the Provider offers an online financial accounting software known as “Rigel Business” specifically designed for small and medium-sized businesses.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 Subscription Services

The Provider grants the Customer a non-exclusive, non-transferable subscription to access and use Rigel Business, the financial accounting software, through the Stella Lumen website for the Customer’s internal financial accounting purposes.

The Customer acknowledges that the subscription to Rigel Business is provided on a “Software-as-a-Service” (SaaS) basis, and the Customer shall not acquire any ownership rights to the Software.

2 Subscription Term

The initial subscription term shall commence on the Effective Date and continue for the duration of 12 months.

The subscription shall automatically renew for successive terms equal to the initial term unless the Customer notifies the Provider of its intention not to renew at least 30 days before the end of the then-current term.

3 Subscription Procurement

The Customer shall procure the subscription to Rigel Business online through the Stella Lumen website.

The Provider shall make available the necessary subscription plan options and payment methods on the website.

4 Subscription Fees

In consideration for the subscription to Rigel Business, the Customer shall pay the Provider the applicable subscription fees as specified in the selected subscription plan.

The subscription fees shall be paid in advance, and the Customer shall make payment through the payment methods available on the Stella Lumen website.

5 Support and Maintenance

The Provider shall provide reasonable technical support and maintenance for Rigel Business during the subscription term, as described in the support documentation available on the Stella Lumen website.

The Customer may contact the Provider's support team through the designated channels for assistance with any issues related to Rigel Business.

6 Use Restrictions

The Customer shall use Rigel Business solely for its internal financial accounting purposes and shall not sublicense, sell, distribute, lease, or otherwise transfer the Software to any third party.

The Customer shall not reverse engineer, decompile, or disassemble Rigel Business or attempt to gain unauthorized access to the Software.

7 Data Privacy

The Provider shall handle all data provided by the Customer in accordance with its Privacy Policy, available on the Stella Lumen website.

The Customer agrees to grant the Provider the necessary rights to process data solely for the purpose of providing the Software and related services.

8 Termination

Either party may terminate this Agreement in the event of a material breach by the other party, provided that written notice of the breach is given, and the breaching party fails to remedy the breach within 30 days of receiving such notice.

Upon termination, the Customer's access to Rigel Business shall be immediately disabled, and the Customer must cease all use of the Software.

9 Intellectual Property

All intellectual property rights in Rigel Business and related documentation shall remain the property of the Provider.

Nothing in this Agreement shall be construed as granting the Customer any rights, title, or interest in the Provider's intellectual property.

10 Limitation of Liability

The Provider shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or related to the use of Rigel Business, even if advised of the possibility of such damages.

11 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in the Republic of South Africa in Durban.

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement as of the Effective Date.

Stella Lumen (Pty) Ltd (Provider):

[Customer/Client Name] (Customer):

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____