READ Insight — Software Licence and Subscription Agreement

Version 1.2 · effective 14 November 2026

This Agreement is between **Relentless Advisory (Private) Limited**, also known as **READ** ("Relentless Advisory", "READ", "we"), 151 Sam Nujoma Extension, Belgravia, Harare, Zimbabwe, and the organisation named on the Order Form or that installs or uses the Software ("the Customer", "you").

By clicking **I accept**, installing a licence key, or using the Software after the trial, you agree to this Agreement on behalf of your organisation and confirm you are authorised to do so.

1. Definitions

- **Software** — READ Insight, its installer, updates, documentation and help content.
- **Module** — a separately licensed part of the Software: Management Reports, Accounts Receivable, Accounts Payable, and Tax / QPD (when released).
- **Licensed Server** — the Microsoft SQL Server instance identified by the Server ID on your licence key.
- **Licence Key** — the signed key Relentless Advisory issues for the Licensed Server, Modules and Subscription Term.
- **Subscription Term** — the quarterly or yearly period paid for, shown on the Order Form and Licence Key.
- **Customer Data** — all data in your accounting system databases, the READReports database, and every report, statement, email or file the Software produces from them.
- **Supported System** — an accounting system whose SQL Server databases the Software can read. Version 1 supports Klipboard / Palladium; further systems (such as Sage Evolution) are supported only once released by Relentless Advisory and listed in the User Manual.
- **Trademarks** — Klipboard, Palladium and Sage Evolution are trademarks of their respective owners. Relentless Advisory is not affiliated with, sponsored or endorsed by them; their names are used only to describe compatibility.

2. Licence granted

2.1 Subject to payment and this Agreement, Relentless Advisory grants you a non-exclusive, non-transferable, non-sublicensable licence, for the Subscription Term, to install and use the licensed Modules for your own internal business purposes with the Licensed Server.

2.2 You may install the Software on any number of your own computers that connect to the Licensed Server, for use by your employees and contractors working for you.

2.3 A bureau, accounting firm or consultant may use the Software for its clients only under a separate bureau order that lists each client's Licensed Server.

2.4 Registration and trial: before first use, the Customer registers the Software for its server on the Software's **Licence** screen, giving its company name, contact person, email address and phone number (the ZIMRA TIN is optional for the trial and required for a purchase, because Relentless Advisory's fiscal tax invoice must show it). Relentless Advisory gives the registration a number. A 14-day trial of the Management Reports, Accounts Receivable and Accounts Payable Modules starts when the server is registered. The trial is for evaluation, is given without warranty, and ends automatically.

3. Restrictions

You must not, and must not allow anyone else to:

a) copy, share, publish or re-use a Licence Key on any server other than the Licensed Server; b) remove, bypass or tamper with licensing, or try to create licence keys; c) decompile, reverse-engineer or disassemble the Software, except to the extent the law expressly allows despite this restriction; d) rent, lease, resell, or offer the Software as a hosted service to third parties; e) remove Relentless Advisory's copyright notices or report footers; f) use the Software in breach of any law, including the Cyber and Data Protection Act [Chapter 12:07].

4. Fees, payment and renewal

4.1 Fees are as stated on the Order Form, per Module, payable **quarterly or yearly in advance**. Prices are in United States dollars unless the Order Form says otherwise. Payment in ZiG is accepted at the prevailing official interbank rate on the payment date. VAT is added where applicable.

4.2 You can pay online from the Software's **Licence** screen through **Paynow** (card, EcoCash, OneMoney and the other methods Paynow offers), or by **bank transfer** to Relentless Advisory's account using the order number as the reference. Invoices are payable within 7 days. A Licence Key is issued only when Relentless Advisory or Paynow confirms the full payment. Paynow's own terms apply to the payment itself; Relentless Advisory never receives your card or mobile money details.

4.3 **Plans.** The fee depends on the plan, which sets how many Klipboard companies on the Licensed Server the Software may report on (for example Single: 1; Group: up to 5; Group Plus: up to 15; Enterprise: by agreement). Companies set to *Ignore* in the Software do not count. Buying all Modules together may attract a bundle discount shown before you pay.

4.4 **Renewals.** A renewal paid before a Module's Subscription Term ends adds the new period to the existing end date, so no paid time is lost. Subscriptions do not renew automatically; Relentless Advisory will remind you before the end of each Subscription Term, and the Software warns users 14 days before a Module expires.

4.5 **Refunds.** Fees for a Subscription Term that has started are not refundable, except under clause 10.1 or where the law requires. A duplicate or mistaken payment is refunded in full when reported within 30 days.

4.6 When a Module's Subscription Term ends, that Module stops working until it is renewed. **Your data is never locked or deleted** — your accounting system is untouched, and the READReports database and all exported files remain yours.

4.7 Fees may change at renewal with at least 30 days' written notice. The price shown on the Licence screen when you place an order is the price you pay for that order.

5. Where your data lives — data protection

5.1 **The Software runs entirely on your own computers and your own SQL Server in your premises or your chosen host.** Relentless Advisory does not host the Software, does not receive, collect or store Customer Data, and the Software does not send Customer Data to Relentless Advisory (see 5.6 for the update check) or to any server operated by Relentless Advisory (including Relentless Advisory's cloud hosting).

5.2 The Software only **reads** your accounting databases. It writes only to its own database, READReports, on your SQL Server. Emails (reports, statements, reminders) are sent through **your own** mail server using settings you enter.

5.3 **Check-in.** Every 3 days the Software checks the registration with Relentless Advisory's licence server, sending only the registration number, a secret token kept with the registration, the **Server ID** and the Software version. Relentless Advisory may switch a registration off (for example for unpaid fees or a breach of this Agreement), and the Software then stops at its next check-in. If the Software cannot reach the licence server for 7 days it stops until it can check in again; users are warned from the fourth day. A computer running the Software therefore needs internet access at least once every 7 days. Licence keys are checked offline using their signature. To collect licences Relentless Advisory has issued for your server (for example after a bank transfer), the Software asks Relentless Advisory's licence server at most once a day, sending only the **Server ID**; this can be switched off by setting `Licence.AutoFetch` to 0 in READReports. When you buy online, the Software sends Relentless Advisory the Server ID, the licensee name, the contact name, email and phone you enter, the plan chosen and the licence keys already installed (to work out renewal dates). **No accounting or Customer Data is ever sent.**

5.4 **You are the data controller** of Customer Data, including personal information of your customers, suppliers and staff, under the Cyber and Data Protection Act [Chapter 12:07] and its Regulations (S.I. 155 of 2024). You are responsible for your own data controller licence with POTRAZ where required, your data protection officer, lawful grounds for processing, and for the content and recipients of emails you send with the Software (including payment reminders to customers).

5.5 If you ask Relentless Advisory for support that requires access to your systems (for example a remote session or a copy of a database), Relentless Advisory will act only on your written instruction, as your data processor, access only what is necessary, keep it confidential, not keep copies longer than needed to resolve the issue, and delete them afterwards. See the Privacy and Data Protection Notice.

5.6 **Update check.** When a computer running the Software has internet access, the Software checks Relentless Advisory's download site for a newer version (at most once a day, and when a user clicks *Check for updates*). This downloads a small signed version file and, if the user chooses to update, the installer. No Customer Data is sent; like any web request, the site sees the computer's internet address. You can switch the check off or point it to a folder on your own network under Help → Updates.

5.7 Because Customer Data stays in Zimbabwe on your infrastructure (unless you choose otherwise), no transfer of Customer Data outside Zimbabwe takes place through the Software.

6. Third-party software

6.1 The Software works with the Supported Systems (Klipboard / Palladium in version 1), Microsoft SQL Server, Microsoft Windows and Microsoft Edge, which you must license separately and keep supported.

6.2 Changes made by those vendors (for example a Klipboard database update) may affect the Software. Relentless Advisory will use reasonable efforts to release a compatible update within a reasonable time but is not responsible for third-party changes.

7. Support and updates

7.1 During a paid Subscription Term you receive updates and support for the licensed Modules as set out in the Support and Backup Policy: email **help@read.co.zw**, phone 08612950950 / 0242254366, WhatsApp 0719629950, Monday to Friday 08:00–17:00 (Zimbabwe time), excluding public holidays.

7.2 Support covers installation, connection, use of the Software and defects. It does not cover the accounting system itself, SQL Server administration, network problems, accounting advice or data entry, which Relentless Advisory can provide as separately charged services.

8. Backups

You are responsible for backing up your SQL Server databases, including READReports, and your exported files. The Software does not back up data. Relentless Advisory's recommendations are in the Support and Backup Policy.

9. Reports are tools, not advice

9.1 Reports are produced from the data in your accounting databases and the settings you choose (company groups, line mappings, cash categories, reminder rules). Their accuracy depends on that data and those settings.

9.2 Statements, ratios, commentary and tax figures produced by the Software are management information. They are **not audited financial statements, legal, tax or professional advice**, and must be reviewed by a suitably qualified person before being relied on, filed with ZIMRA or any authority, or given to third parties. Relentless Advisory does not guarantee acceptance by ZIMRA, auditors, banks or any other party.

10. Warranty

10.1 Relentless Advisory warrants that, for 30 days after each paid licence starts, the Software will perform substantially as described in the User Manual. Your sole remedy for breach of this warranty is for Relentless Advisory to correct the defect or, if it cannot, refund the fees paid for the affected Module for the current Subscription Term.

10.2 Otherwise the Software is provided "as is". To the extent the law allows, all other warranties are excluded, including fitness for a particular purpose and uninterrupted or error-free operation.

11. Limitation of liability

11.1 Neither party is liable for indirect or consequential loss, loss of profit, revenue, goodwill or data, or penalties or interest charged by any authority.

11.2 Relentless Advisory's total liability under or in connection with this Agreement in any 12-month period is limited to the fees you paid for the Software in that period.

11.3 Nothing limits liability that cannot be limited by law, including for fraud.

12. Intellectual property

The Software and all copies, updates and documentation belong to Relentless Advisory. No ownership passes to you. Customer Data belongs to you, and you own the reports and files you produce with the Software.

13. Confidentiality

Each party will keep the other's confidential information confidential and use it only for this Agreement. Licence keys, pricing and non-public parts of the Software are Relentless Advisory's confidential information.

14. Term and termination

14.1 This Agreement starts on acceptance and continues while any Subscription Term or trial is current.

14.2 Either party may terminate on written notice if the other materially breaches this Agreement and does not remedy the breach within 14 days of notice.

14.3 On termination your licence ends; you may uninstall the Software and keep READReports and all exported files. Clauses 5, 9, 11, 12, 13 and 15 survive.

15. General

15.1 **Governing law:** the laws of Zimbabwe.

15.2 **Disputes:** the parties will first try to settle any dispute by negotiation between senior representatives within 21 days. If not settled, the dispute will be referred to arbitration in Harare under the Arbitration Act [Chapter 7:15] by a single arbitrator agreed by the parties or, failing agreement, appointed by the Chairperson of the Commercial Arbitration Centre, Harare. Either party may seek urgent relief from a court.

15.3 **Notices:** in writing to the addresses on the Order Form; to Relentless Advisory at help@read.co.zw.

15.4 This Agreement, the Order Form and the policies referred to in it are the whole agreement. If they conflict, the Order Form prevails, then this Agreement. Changes must be in writing, except that Relentless Advisory may update the policies on notice provided they do not reduce your rights during a paid Subscription Term.

15.5 You may not assign this Agreement without Relentless Advisory's written consent. Neither party is liable for delay caused by events beyond its reasonable control.

Schedule — Order Form

Item	Details
Customer (registered name)	
Registration number / BP number	
Accounting system	Klipboard / Palladium
Contact person, email, phone	
Licensed Server (Server ID)	
Modules	☐ Management Reports ☐ Accounts Receivable ☐ Accounts Payable ☐ Tax / QPD
Plan	☐ Quarterly ☐ Yearly
Start date	
Fees per Module per period (USD, excl. VAT)	
Signed for the Customer (name, title, date)	
Signed for Relentless Advisory (Pvt) Ltd	

This draft should be reviewed by a Zimbabwean legal practitioner before use.

Privacy and Data Protection Notice — READ Insight

Version 1.2 · 14 November 2026 · Relentless Advisory (Private) Limited, also known as READ ("Relentless Advisory", "READ", "we")

In short

READ Insight is **installed software, not an online service**. It runs on your computers and talks only to your own SQL Server. Your accounting data, customer and supplier details, and reports **stay on your systems**. Relentless Advisory does not see them, receive them or store them — not on our cloud servers, not anywhere.

What the Software does with data

Data	Where it is	Who controls it
Klipboard company databases (ledgers, customers, suppliers)	Your SQL Server — **read only**, never changed	You
READReports database (settings, groups, email settings, reminder log, licence keys)	Your SQL Server	You
Connection settings and saved SQL passwords	Each PC: C:\ProgramData\READ Insight, passwords encrypted with Windows DPAPI	You
Exported PDFs, Excel files, management packs	The export folder you choose (default Documents\READ Insight)	You
Emails (reports, statements, reminders)	Sent by **your** mail server to recipients you choose; a log is kept in READReports	You
Program logs (errors, background runs; no ledger data)	C:\ProgramData\READ Insight\logs	You

The Software does not contain advertising, tracking or analytics. Licence keys are checked offline.

Registration and check-in. Before first use, IT registers the Software for your server on the Licence screen. The Software sends Relentless Advisory's licence server (licence.read.co.zw) the company name, trading name, ZIMRA TIN (optional), address, contact person, job title, email address and phone number typed in, how the Software was bought, the Server ID (your SQL Server's name and machine name) and the Software version. Every 3 days it checks in, sending only the registration number, a secret token, the Server ID and the version. No accounting data is sent.

Two-step sign-in. Each user's authenticator secret and sign-in count are kept with your server (in READReports, or the hosted settings file), not with Relentless Advisory.

Acceptance of the licence agreement. The name each user typed and the date they accepted the agreement are kept with your server (in READReports, or the hosted settings file), not sent to Relentless Advisory.

Licence server. To collect licences Relentless Advisory has issued for your server, the Software asks Relentless Advisory's licence server (licence.read.co.zw) at most once a day, sending only the **Server ID** (your SQL Server's name and machine name). You can switch this off with the READReports setting `Licence.AutoFetch` = 0 and paste keys by hand instead.

Buying online. When you buy or renew from the Licence screen, the Software sends Relentless Advisory's licence server the Server ID, the licensee name, the contact name, email address and phone number you type, the plan and modules chosen, and the licence keys already installed on your server (so a renewal starts after your current end date). Payment is made on **Paynow's** own pages under Paynow's privacy terms: Relentless Advisory never sees card numbers or mobile money PINs, and receives from Paynow only the payment status, amount and Paynow reference. For a bank transfer, Relentless Advisory sees the payment on its own bank statement. No accounting data is ever sent.

Update check. If the computer has internet, the Software downloads a small signed version file from www.read.co.zw at most once a day to see whether an update exists. Nothing about you or your data is sent; the web server records the computer's internet address in its normal logs. You can switch this off, or use a folder on your own network instead, under **Help → Updates**.

Your responsibilities as data controller

Under the Cyber and Data Protection Act [Chapter 12:07] and S.I. 155 of 2024, your organisation is the **data controller** for the personal information in your Klipboard data (for example customer contact persons and email addresses). That means you decide what is processed and why, and you are responsible for:

- holding a data controller licence from POTRAZ where the Regulations require it, and appointing a data protection officer;
- having a lawful basis to email customers (contract and debt collection usually apply to statements and payment reminders) and keeping customer contact details correct — the Software lets you correct email addresses and exclude customers from reminders;
- controlling who can log in to your SQL Server and use the Software — the Software helps by requiring each person to sign in with their own Klipboard user and showing only the companies they are authorised for in Klipboard;
- keeping backups and securing exported files.

When Relentless Advisory can see your data

Only if **you ask us** for support and give access — for example a remote-desktop session, a screenshot, or a copy of a database. Then Relentless Advisory:

- acts only on your instructions, as your **data processor**;
- accesses only what is needed to resolve the issue;
- keeps it confidential, limited to Relentless Advisory staff working on the issue who are bound by confidentiality;
- does not copy data to Relentless Advisory's cloud hosting;
- deletes any copies within 30 days of the issue being closed, or sooner on request;
- tells you without undue delay if we become aware of a security incident affecting your data.

Information Relentless Advisory holds about you as a customer

To sell, license and support the Software, Relentless Advisory keeps business contact details of your staff, your registration details, your Server ID, orders and their payment status and references (Paynow or bank), the licence keys issued, invoices and support emails, on Relentless Advisory's own server in a protected data folder with daily backups. We use them only to provide the Software and support, invoice you, and tell you about updates and related Relentless Advisory services (you can opt out of marketing at any time). We keep them for as long as you are a customer and as required by tax law afterwards. You may ask to see, correct or delete this information at **help@read.co.zw**.

Questions and complaints

Relentless Advisory (Private) Limited, 151 Sam Nujoma Extension, Belgravia, Harare · help@read.co.zw · 08612950950 / 0242254366 · WhatsApp 0719629950 · www.read.co.zw. If you are not satisfied, you may complain to POTRAZ, the Data Protection Authority.

Support, Updates and Backup Policy — READ Insight

Version 1.1 · 14 November 2026 · Relentless Advisory (Private) Limited, also known as READ

How to get help

1. **In the program:** Help → *Ask Noku* — type a question in plain words. Most questions are answered there, with the steps to follow.
2. **Email:** help@read.co.zw — include your registration number (Licence screen), what you were doing, and a screenshot of any message.
3. **Phone:** 08612950950 / 0242254366 · **WhatsApp:** 0719629950
4. **Hours:** Monday to Friday, 08:00–17:00 Zimbabwe time, excluding public holidays.

Please do **not** send passwords or full ledger exports by WhatsApp or email unless Relentless Advisory support asks for a specific file. We will arrange a secure transfer where needed.

Response targets (paid subscriptions)

Priority	Example	First response	Target fix or workaround
1 — Critical	Program will not open or connect for all users	4 business hours	1 business day
2 — High	A statement or the reminders are wrong or failing	1 business day	3 business days
3 — Normal	How-to question, cosmetic issue	2 business days	Next update

Targets are aims, not guarantees. Trial users are supported by email on a best-effort basis.

What support includes

Installation and upgrades; connecting to SQL Server; setting up READReports, the read-only login, groups, email and reminders; questions about using the program; defects in the Software.

Not included (available as paid services from Relentless Advisory): Klipboard / Palladium support and data fixes, SQL Server or network administration, bookkeeping, accounting or tax advice, report customisation, training sessions.

Updates

Updates are free during a paid subscription. The program checks for a new version when it opens (once a day) if the computer has internet, or from a folder on your network set by your IT team. When an update is available a banner appears: click **Install update** and approve the Windows prompt. The program closes, updates and reopens; settings, connections, groups and licences are kept, and *What's new* explains the changes. Every update is signed by Relentless Advisory and checked before it is installed. If the program asks, an administrator then opens **Setup and groups → Install / update READReports** once. Updates never change your accounting data.

Remote support

Relentless Advisory connects to your computers only when you request it and stay present, using a tool you approve (for example AnyDesk or TeamViewer). The session ends when the issue is resolved. See the Privacy and Data Protection Notice.

Backups — your responsibility, our recommendations

The Software does not keep or back up your data; it lives on your SQL Server. We recommend:

1. **Back up the READReports database** together with your Klipboard databases — at least **daily**, using SQL Server Agent, a maintenance plan, or your backup software. It holds your groups, line mappings, email settings, reminder history and licence keys.
2. Keep **at least one copy off-site** (another building, or an encrypted cloud store you control), and keep **7 daily, 4 weekly and 12 monthly** copies where possible.
3. **Test a restore** at least every quarter, on a test server.
4. Back up the **export folder** (management packs and statements you have issued) with your normal file backups.
5. Store the **licence key** email safely. If a server is replaced, move the registration to the new server on the Licence screen (a code is emailed to your registered contact); licences are re-issued for replacement servers at no charge during the Subscription Term.
6. Before any Klipboard upgrade, take a full backup of the Klipboard databases and READReports.

Restoring after a server change or disaster

1. Restore the Klipboard databases and READReports to the new SQL Server.
2. Install the program on a PC, connect to the new server.
3. Open **Licence** → *Already registered on another SQL Server? Move the registration here*, ask for the code, type it and click **Move here**. Relentless Advisory is told and re-issues your licence keys for the new server; collect them with **Check for my licence**.
4. Re-enter the email password under **Email** (passwords are encrypted per computer), and re-schedule background reminders under **Accounts Receivable → Reminders** on the computer that will send them.