

Jarrison Time ® Software Licence Terms and Conditions

(Rev. 2019)

Jarrison Systems cc

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TO THE CUSTOMER

PLEASE READ THIS DOCUMENT THOROUGHLY BEFORE ACTIVATING AND COMPLETING REGISTRATION OF THE SOFTWARE. IT CONTAINS IMPORTANT INFORMATION THAT WILL AFFECT YOUR RIGHTS AS A CONSUMER

WHEN ACTIVATING THE SOFTWARE, BY CLICKING ON THE "ACCEPT" BUTTON, YOU AS THE CUSTOMER ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "DO NOT ACCEPT" BUTTON AND THE REGISTRATION PROCESS WILL AUTOMATICALLY TERMINATE

1. DEFINITIONS:

1.1 "Administrative Coordinator" means each party's representative designated by written notice to the other party on (or before) the Start Date, who is the exclusive point of contact responsible for processing all licensing, decommission and installation requests, with respect to both Software and Hardware (where applicable).

1.2 "Agreement" refers to this document (Jarrison Time ® Software Licence Terms and Conditions, the "Standard Terms" as defined hereunder) inclusive (where applicable) of any Covering Documentation and/or annexures to these Standard Terms executed by Jarrison Systems CC and the Customer. Unless otherwise specified, the Agreement will become effective as of the first date when it has been signed by both parties. In the event of any conflict between this document and the Covering Documentation (where applicable), the Covering Documentation shall control. If this Agreement supersedes and replaces any prior agreement(s), Customer warrants and represents that it has the authority to supersede such prior agreement(s) on behalf of Customer's predecessor(s) in interest.

1.3 "Assignee" means a financial institution, if any, to which Jarrison Systems has assigned its rights to receive any and all payments due under the Agreement.

1.4 "Authorised Distributor" means any third party designated and approved by Jarrison Systems as being permitted to install licenced Software and/or the necessary Hardware required for the effective use of the Software.

1.5 "Covering Documentation" refers to any additional agreements that may be entered into between Jarrison Systems and any of its Authorised Distributors and/or any additional agreements entered into between the Customer and the aforesaid Authorised Distributor(s) (if any). The Covering Documentation is to be attached to the front of these Standard Terms and is to be signed by the relevant parties thereto.

1.6 "Customer" means the end-user to which Jarrison Systems has licenced the Software, either directly or via an Authorised Distributor (unless the context clearly indicates otherwise)

1.7 "Defect" means a material error in program logic or documentation that prevents the performance of a principal computing function as set forth in Jarrison Systems' *published specifications for the Software*.

1.8 "Evaluation, Auto or Trial Licence" means a licence to use the Software on a temporary basis solely for internal evaluation and/or testing purposes, and is not a licence to be used: (i) on a permanent basis; or (ii) as an aid or tool for the creation of any new software; or (iii) as a mechanism for training or aiding any party in the performance of the foregoing prohibited activities. EVALUATION SOFTWARE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED.

1.9 "Hardware" refers to any equipment required for the effective operation of the Software, which equipment may include, but is not limited to: computers; printers; biometric terminals; tags; clocking proximity cards and clocking systems; access control scanners; controllers; turnstiles; locks; vehicle and gate control access systems; alarms; sirens; timers; switches and door releases.

1.10 "Jarrison Systems" means the company known as Jarrison Systems CC trading as Jarrison Systems, with registration number: 2003/085771/23, having its principle place of business situated in JHB, Gauteng, South Africa and which is both the originator and the licence holder of the time and attendance software product known as "Jarrison Time ®".

1.11 "LAN" means a licence to use Software at a Site on a local area network.

1.12 "Licence Fee(s)" means amount(s) payable to Jarrison Systems by the Customer for Software licenced under this Agreement.

1.13 "Licence Term" means the period of time that a software licence will remain in effect.

1.14 "Proprietary Information" means Software and other confidential information provided by Jarrison Systems and/or any of its Authorised Distributors in connection with the Software.

1.15 "Quotation" means a schedule of licenced Software and related Licence Fees that may be incorporated as an attachment to this Agreement.

1.16 "Activation Code or Security Key" means a licence code (containing the licence key(s) that allow the Software to function. The Security Key will be locked to a Customer-provided computer.

1.17 "Site" means a Customer facility or office location specified in the Agreement.

1.18 "Software" means the Jarrison Systems time and attendance computer program known as Jarrison Time ® as set forth in the Agreement and licenced to Customer by Jarrison Systems in object code form (including any accompanying documentation, manuals, Updates, Releases, Databases, enhancements and instructions, and any authorised copies thereof). Software also includes programs in related Security Keys (if any).

1.19 "Software Licence Manager" ("SLM") means a software-based licensing system which controls and tracks the usage of Software product (where applicable). The SLM does not change or provide additional functionality to the product; it only provides access to the Software through an SLM Server.

1.20 "Software Support" means any additional services provided by Jarrison Systems which may include, amongst other services, customer support and/or training; Commercially reasonable efforts by Jarrison Systems to remedy defects in the product (if any) will be made free of charge by (i) providing a bug fix, patch or workaround procedure, and/or (ii) incorporating a permanent Defect correction in the next Update of the Software.

1.21 "Standard Terms" means these Jarrison Time ® Software Licence Terms and Conditions (Rev. 03/2010).

1.22 "Start Date" means the date the Licence Term commences.

1.23 "Supported Computer(s)" means one or more computers: (i) at a licenced Site or in a licenced Region; (ii) owned or leased by the Customer; (iii) under the Customer's control; and (iv) of a manufacturer, model and operating system for which Jarrison Systems at the time offers a current version of the Software. Customer may transfer or move the Software from one Supported Computer to another Supported Computer at any time upon prior written notice to Jarrison Systems.

1.24 "Territory" refers to all geographical areas where this software may be used, worldwide.

1.25 "Update" means a generally available revision of the Software with minor changes, new features and /or enhancements and/or Defect corrections.

1.26 "Usage Log" means the computer files containing the record of all Software usage.

1.27 "Year" means a period commencing on the Start Date or an anniversary of the Start Date, and ending the day before the next anniversary of the Start Date.

2. LICENCE GRANT:

2.1 General. Jarrison Systems grants and Customer accepts a non-exclusive, non-transferable, non-sub-licensable licence to use the Software during the Licence Term:(i) for Customer's own business purposes;(ii) only on the Supported Computer(s);(iii) in accordance with the terms and conditions of this Agreement. Jarrison Systems specifically reserves all rights not expressly granted under the Agreement.

2.2 Specific. The Software product known as Jarrison Time ® is licenced to the Customer for the duration of the Licence Term and includes any Software updates carried out by Jarrison Systems during the Licence Term. An Evaluation Licence may be provided to the customer for trial purposes only and may not be used after the expiry of the trial Licence period.

2.3 Delivery. Jarrison Systems and/or its Authorised Distributor(s) will deliver and / or install one copy of the Software and the required Security Key to the Customer, and will enable the customer to access and utilise the software in terms of this agreement. At Jarrison Systems' discretion, delivery may be either electronic or physical. **All risk in and to the media on which the Software is stored shall pass to Customer on installation of the Software.** Software shall be deemed delivered and accepted upon installation, and Customer understands and agrees that Jarrison Systems, and/or its Authorised Distributor(s), shall be responsible for both the installation of the Software and the necessary Hardware required for the effective operation of the Software.

2.4 Customer Modifications and Enhancements. Customer may not make any modifications or enhancements to the Software, create any derivative ('Spin-off' or by product) works of Software, or combine or separate Software or any component thereof.

2.5 Prohibition against Reverse Engineering. Customer shall not, nor attempt to, reverse compile, take apart or otherwise reverse engineer the Software and/or Hardware provided. If Customer requires modifications or changes to the Software to make it work with other software and/or customer specific facilities, Jarrison Systems or its Authorised Distributor(s), may at its/their option: (i) at Customer's expense, use commercially reasonable efforts to make the Software work with such other software, or licence Customer tools and/or information to make the Software inter-operable; or (ii) grant Customer the right to make such modifications only to the extent required by law. Any such permitted modifications or changes shall constitute Software for purposes of the Agreement.

2.6 Software Support is not included in the Software licence and may be billed for in accordance with Jarrison Systems' standard sales schedule; to receive software support Customer must designate an Administrative Coordinator who is familiar with the Software and who has had system administrator training, and who may be required to provide Jarrison Systems with remote access to the system by way of an approved electronic medium (Team Viewer) by Jarrison Systems. All associated computer hardware and operating system software must be maintained at the latest Update level deemed necessary by Jarrison Systems.

2.7 Territory. The software may be used in any geographical location approved by Jarrison Systems, worldwide, provided that such use is in accordance with these terms and conditions.

3. OWNERSHIP AND PROPRIETARY RIGHTS:

3.1 General. Title to, ownership of, and all rights in patents, copyrights, trade secrets and other intellectual property rights in Software, do not transfer to Customer and shall remain in Jarrison Systems. In addition, Jarrison Systems may furnish Customer with confidential and/or Proprietary Information in connection with the provision of Software, Software Support or other products and services. Customer shall protect Jarrison Systems' Proprietary Information to the same degree Customer protects its own proprietary information, but with no less than a reasonable degree of care, and in any event shall not disclose it, or permit access thereto, to any contractor, consultant or other third party without the prior written consent of Jarrison Systems. If such consent is granted, such third parties shall not be regarded as licencees of Jarrison Systems nor as sub-licencees of Customer.

3.2 Urgent Relief. Customer acknowledges that a breach of Sections 2 or 3 of these Standard Terms or any breach that adversely affects Jarrison Systems' intellectual property rights will give rise to irreparable injury to Jarrison Systems which may not be adequately compensated for in damages. Accordingly, and in addition to any other legal remedies that may be available to it, Jarrison Systems will be entitled to obtain urgent relief, including the obtaining of interdictory relief, against such breach or threatened breach, without the requirement to post security. Customer hereby consents to Jarrison Systems obtaining such urgent relief under the abovementioned circumstances.

4. TERM:

4.1 Term. The licence granted under the Agreement commences on the Start Date and expires at the end of the Licence Term. Upon expiration or termination of a licence, the Customer's right to use the Software shall end and the Customer shall: (i) promptly return to Jarrison Systems and/or their Authorised Distributor all Software and Proprietary Information and, if requested, any and all copies thereof; or render the Software non-readable; and upon Jarrison Systems' request, promptly certify in writing that Customer has satisfied its obligations under the Agreement.

4.2 Termination. Either party may terminate a licence or the Agreement upon the expiry of twenty (20) business day's written notice requiring the other party to correct a material breach of its obligations under the Agreement and if such party fails to either cure the breach by the end of the notice period or, if the default cannot be reasonably cured within twenty (20) business days, fails to commence remedial steps to cure the default. Upon termination, all outstanding amounts owed by Customer under the Agreement will become immediately due and payable.

4.3 Should the Customer terminated the Licence Agreement in terms of section 14 of the National Credit Act of 2008 (where applicable) Jarrison Systems may levy a reasonable cancellation fee as provided for in terms of the said act.

5. PAYMENT:

5.1 Licence Fees. Licence Fee renewals are payable by Customer in advance. Except as otherwise stated in the Agreement: (i) the initial invoice issued by Jarrison Systems or its Authorised distributor shall be payable by Customer in full within thirty (30) days of the Start Date; and (ii) each subsequent invoice for Licence Fees shall be payable by Customer in advance and in full by the Due Date specified in the Agreement.

5.2 Other Fees. Fees for installation of the Software and/or Hardware (where applicable) together with training and any other professional services rendered by Jarrison Systems and/or its Authorised Distributor(s) are payable in accordance with the applicable schedule of fees specified in the Agreement and are additional fees payable over and above the amounts payable in respect of the Licence Fee.

5.3 Payment. Unless otherwise specified in the Agreement, all payments shall be in South African Rands. Customer shall make all payments required under the Agreement without making any deductions for setoff, a counterclaim or other defense. Late payment interest charges will be calculated at the maximum rate allowable in law on a monthly basis and will accrue on all amounts more than thirty (30) days past due until payment is received in full, and shall be payable within thirty (30) days of the invoice date.

5.4 Price Escalations. Jarrison Systems reserves the right to review the Licence Fees payable together with pricing in relation to any of the goods and/or services provided by Jarrison Systems from time to time. Customer will be advised of price increases relating to the Licence fee not less than 40 days prior to such increases being implemented by Jarrison systems.

5.5 Right to Assign. Jarrison Systems may assign to an Assignee (including any of its Authorised Distributors) all Jarrison Systems' rights to receive any and all payments due under the Agreement. Such assignment shall not affect or release Jarrison Systems from its obligations and liabilities to Customer; however, Assignee will not be chargeable with or assume any of Jarrison Systems' obligations or liabilities to Customer. Customer shall promptly execute any ancillary documents and take further actions as Jarrison Systems or Assignee may reasonably request relating to such assignment, including but not limited to assignment notifications and certificates of authorisation. Notwithstanding any termination under Section 4.2 above, Customer shall, in accordance with the terms of the Agreement and on instruction from Jarrison Systems, pay Assignee any unpaid Licence Fees, without deduction or offset, notwithstanding any claim or defense Customer may have against Jarrison Systems.

5.6 Remedies. If Customer fails to make any payment to Jarrison Systems or Assignee when due, and such failure continues for thirty (30) days after the due date for such payment, then in addition to any other rights and remedies available to Jarrison Systems or Assignee, Jarrison Systems may disable further use of the Software or take other self-help measures, and all amounts owed by Customer under the Agreement will become immediately due and payable. In addition, Jarrison Systems or Assignee may recover reasonable fees and expenses incurred in exercising any of its rights and remedies upon default, including without limitation, reasonable attorneys' fees on the scale of attorney and own-client together with expenses. While Jarrison Systems or Assignee will attempt to notify Customer of any failure to receive a payment when due,

Customer's failure to receive any such notice will not excuse a default or limit the remedies available to Jarrison Systems or Assignee as described herein.

6. WARRANTY & DISCLAIMER:

6.1 Warranty. Use of this software is subject to these, Jarrison Systems', Software Licence Terms and Conditions (Rev.09/2011) which terms and conditions are as follows: Jarrison Systems warrants that Software will be free from Defects as of the Start Date. To the maximum extent permitted by applicable law, and provided that this clause does not contravene any law applicable to the Territory, Customer's exclusive remedy and Jarrison Systems' sole obligation will be to correct or circumvent any Defect reported to Jarrison Systems that causes and continues to cause a system-critical disruption of Customer's business operations; provided, however, that: (i) Customer must report any Defects to Jarrison Systems promptly after discovery, and furnish supporting documentation and details adequate to substantiate the report and assist Jarrison systems in the identification and detection of such Defect; and (ii) Jarrison Systems is able to reproduce the Defect on properly functioning equipment controlled by Jarrison Systems. This warranty is contingent upon (a) use of Software in accordance with Section 2, and (b) no unusual physical or electrical stress on Software or hardware, or any interference from applications, derivative works, configurations or workmanship provided by and/or carried out by third parties.

6.2 Disclaimer. JARRISON SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JARRISON SYSTEMS DOES NOT WARRANT THAT DURING THE OPERATION OF THE SOFTWARE (AND THE ASSOCIATED HARDWARE) IT WILL BE ERROR, PROBLEM OR DEFECT FREE NOR THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

6.3 Unlawful application. Customer represents and warrants that the Software will not be used for any unlawful application.

6.4 Protection of Personal Information Act, 4 of 2013. Jarrison Systems and the Customer warrant that, where applicable, they have complied with, and will continue to comply with, the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI').

7. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY:

7.1 Exclusion of Damages. IN NO EVENT SHALL JARRISON SYSTEMS BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THE LOSS OF USE, DATA OR PROFITS. JARRISON SYSTEMS SHALL NOT BE LIABLE FOR DAMAGES FROM ANY DEFECT IN SOFTWARE AND/OR HARDWARE, CLAIMS BY THIRD PARTIES OR ANY OTHER CLAIM WHETHER IN DELICT, CONTRACT, NEGLIGENCE, OR OTHERWISE, ARISING FROM EVENTS THAT OCCURRED MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF A LEGAL PROCEEDING PREDICATED THEREON.

7.2 Limitation of Liability. IN NO EVENT SHALL JARRISON SYSTEMS' LIABILITY WITH RESPECT TO A SPECIFIC SOFTWARE LICENCE EXCEED THE AMOUNT OF THE LICENCE FEES PAID BY CUSTOMER UNDER SUCH LICENCE.

7.3 Third Party Distributors. CERTAIN SOFTWARE LICENCED HEREUNDER TOGETHER WITH HARDWARE MAY BY PROVIDED TO CUSTOMER BY THIRD PARTY DISTRIBUTORS. IN NO EVENT SHALL SUCH THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THIS AGREEMENT.

7.4 Third Party Software Components. SHOULD THIRD PARTY SOFTWARE COMPONENTS EITHER IN THE SOFTWARE OR OTHERWISE BE SUPPLIED BY JARRISON SYSTEMS, JARRISON SYSTEMS SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM ANY DEFECT IN SUCH THIRD PARTY COMPONENTS. ANY SUCH THIRD PARTY SOFTWARE COMPONENTS MAY NOT BE USED INDEPENDENTLY OF THE SOFTWARE.

8. INFRINGEMENT INDEMNIFICATION:

Jarrison Systems will indemnify Customer from any damages arising out of or in connection with the infringement of the software, which has not been modified, of any third party's intellectual property rights, based on the laws of the Republic of South Africa up to the amount of the licence fee actually paid by Customer under this agreement provided that: (i) Customer promptly (and in no event more than **five (5) days** after learning of such alleged infringement) notifies Jarrison Systems in writing; (ii) Customer gives Jarrison Systems the right to control the defense of such claims; and (iii) Customer fully cooperates with Jarrison Systems and/or its Authorised Distributor(s) in any defense or settlement of such claims. Customer's sole and exclusive remedy if a court of competent jurisdiction determines that Software has infringed a third party's intellectual property rights based on South African law, shall be that Jarrison Systems will, at their sole discretion: (i) replace the infringing Software product with a non-infringing, functionally-compatible product; (ii) modify the product so that it becomes non-infringing; or (iii) obtain a licence for Customer to use the allegedly infringing product. Jarrison Systems' indemnity obligations shall not apply to infringement arising from: (i) integration or combination of Software together with other software, materials or products not integrated or combined by Jarrison Systems if the infringement would have been avoided in the absence of such integration or combination; or (ii) use of other than the current, unaltered Release if the infringement would have been avoided by the use of such Release. Jarrison Systems shall have no other infringement indemnification obligation except as stated in this Section 8.

9. CONFIDENTIALITY:

9.1 Confidentiality between the Parties. The Licensor, Licencee and (where applicable) Authorised Distributor agree that the terms of this Agreement and all confidential information of the other Party/Parties communicated to them by either of the other/s in connection with this Agreement shall be received in strict confidence, held in strict confidence, and used only for purposes of this Agreement. No such information will be disclosed to any third party by the Party receiving such information (the "Recipient Party"), its agents, representatives or employees without the prior written consent of the other Party, and then only under appropriate confidentiality provisions approved by the other Party, such approval not to be unreasonably withheld.

9.2 Withholding of Information. The withholding by the Licencee and/or Authorised Distributor of any information that is required for the proper functioning of the Software and/or Hardware will automatically be deemed to be unreasonable.

9.3 Information to which this clause 9 does not apply. The provisions of clause 9.1 do not apply to information which is: (i) publicly known or becomes publicly known through no unauthorised act or omission of the Recipient Party; (ii) rightfully received by the Recipient Party from a third party without restriction on disclosure or use; (iii) independently developed by the Recipient Party without use of the other Party's Confidential Information; (iv) required to be disclosed pursuant to a requirement of any applicable law or order of Court, so long as the Party required to disclose the information provides the other Party/Parties with prior notice of such intended disclosure; or (v) which the Recipient Party can prove was lawfully in its possession before such information was disclosed by the other Party.

9.4 Duration of Confidentiality. The provisions of this clause 9 shall bind the Parties in perpetuity.

10. EXPORT:

The software is subject to export and import control of the Republic of South Africa. Customer agrees that the Software will not be exported, re-exported or resold except in compliance with such applicable laws and only with the prior written consent and authorisation of Jarrison Systems.

11. RELATIONSHIP OF PARTIES:

11.1 Nature of relationship. The Licensor, in contracting with the Licencee and/or Authorised Distributor (where applicable), is acting only as an independent contractor and is not entering into any other form of legal relationship with the Licencee and/or Authorised Distributor whether as partner, agent, or otherwise.

11.2 Obligations of the Licensor. The Licensor does not undertake by this Agreement, or otherwise, to perform any obligation of the Licencee and/or Authorised Distributor, whether regulatory, contractual, or otherwise, or to assume any responsibility for any part of the business or operations of the Licencee and/or Authorised distributor.

11.3 Obligations of the Licencee and/or Authorised Distributor. Notwithstanding the provisions of clause 11.2 above, the Licencee and/or Authorised Distributor accepts its obligation to disclose to the Licensor all necessary information in order to allow for the proper functioning of the Software and/or Hardware provided by the Licensor.

11.4 Good faith obligation on the Parties. The Parties shall during the term of this Agreement and at all times deal justly and in good faith with one another.

12. COMPLIANCE WITH PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 ('POPI')

12.1 Obligation to Comply. Jarrison Systems and the Customer acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI').

12.2 Receipt of Third-party Personal Information. Where Jarrison Systems and the Customer receive any third-party personal information, as defined in POPI, they shall ensure that they fully comply with the provisions of POPI and will only deal with the personal information to fulfill their obligations in terms of this agreement. The personal information received shall not be further processed or disclosed without the consent of the disclosing party.

12.3 Legal Remedies and Penalties. Jarrison Systems and the Customer retain their full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPI, and may prevent the other party, any of its agents or subcontractors, or any third party who has received records from the party, from violating this agreement by any legal means available. Jarrison Systems and the Customer further understand that violation of the provisions dealing with POPI may subject them to applicable legal penalties, including those provided under POPI.

12.4 Return and/or Destruction of Third-party Information. Within thirty (30) days after the termination of this agreement, for whatever reason, Jarrison Systems undertakes to return to the Customer any such third-party personal information that has been disclosed by the Customer in terms of this Agreement or, at the discretion of the Customer, shall destroy such third-party personal information provided by the Customer and shall not retain copies, samples or excerpts thereof.

13 GENERAL:

13.1 Audit Rights. Jarrison Systems may require that the Customer provide data regarding Customer's usage of Software and allow Jarrison Systems reasonable access for the purpose of retrieving such data. Such data may be in the form of software log files or other discrete data, in electronic or hardcopy format. Jarrison Systems shall not disclose such information to any third party, except to enforce its rights. Upon reasonable notice and at Jarrison Systems' expense, Jarrison Systems may audit Customer's records during normal business hours (including payment records and other physical and electronic data concerning all Software usage at any or all Customer locations worldwide) relating to Customer's compliance with the terms of this Agreement.

13.2.1 Automatic Updates. Jarrison Systems software can automatically check with Jarrison Systems, from time to time, for Software Updates. By using the Software the Customer agrees that Jarrison Systems may periodically check for updates. The customer will be provided with an option to install the update or to ignore the update.

13.2.2 Force Majeure. Except for Customer's obligation to make payments in accordance with this Agreement, either party's failure to perform its obligations there under shall not be deemed a breach of the Agreement if such failure is due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of nature, or other causes beyond the reasonable control of the party claiming force majeure, provided that such party is without fault in causing such default or delay.

13.3 No Assignment. Without the prior written consent of Jarrison Systems, Customer shall not: (i) assign, sublicense or otherwise transfer all or any part of the Software or Proprietary Information; (ii) grant others rights in all or part of the Software or Proprietary Information; or (iii) otherwise assign, transfer, or delegate

its rights or obligations under the Agreement. Any purported assignment without Jarrison Systems' prior written consent shall be void.

13.4 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, excluding its conflict of laws rules, regardless of where any action may be brought. Any dispute or difference arising between the parties to this agreement (the "**Disputants**") relating to or arising out of this Agreement including the validity, implementation, execution, interpretation, rectification termination or cancellation of this agreement, shall be submitted to Arbitration in Johannesburg in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**"). The parties undertake not to withhold their consent to join another party to the arbitration. Should the disputants fail to agree in writing to an arbitrator within ten (10) days after arbitration has been demanded, the arbitrator shall be nominated at the request of the Disputant by AFSA. Any Disputant may appeal the decision of the arbitrator or arbitrators in terms of the rules of AFSA. Nothing herein contained shall be deemed to prevent or prohibit a disputant from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim. The arbitration shall be conducted in camera and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, or the conduct of the arbitration, without the prior written consent of the other disputant/s.

13.5 Entire Agreement. This Agreement (inclusive of the Cover Documentation and annexures attached hereto, where applicable): (i) constitutes the complete and exclusive statement of the software licence terms and conditions between the parties with respect to the matters set forth therein; (ii) is intended by the parties as a final expression of their agreement with respect to the terms thereof; and (iii) supersedes all other agreements, purchase orders, negotiations, representations, tender documents, and proposals, written or oral. Jarrison Systems expressly rejects any terms that are additional to, or different from, those set forth in this Agreement, including any terms of any Customer purchase order that are additional to, or different from, the terms of the Agreement. In the event of any conflict between the Software Licence Terms and Conditions and the Cover Documentation the Cover Documentation shall control.

13.6 Counterparts. This Agreement may be executed in several counterparts, including covering documentation, annexures and such like, all of which taken together will constitute one single agreement between the Parties

13.7 Amendment/Waiver. Any modification of the Agreement must be in writing in the form of an addendum manually signed by authorized representatives of both parties and specifically identified as a modification thereof. Failure or delay of either party to exercise any right or remedy under the Agreement shall not constitute a waiver of rights or remedies there under.

13.8 Severability. If any provision of the Agreement is held unenforceable or inoperative by any court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms and conditions of the Agreement.

13.9 Hiring of employees. During the term of this Agreement and for a period of one year following termination of this Agreement, the parties will not actively solicit to employ, or under any circumstances employ, an employee of the other party/parties without the prior written consent of the other party concerned.

13.10 Approvals and Similar Actions. Wherever agreement, approval, acceptance, consent or similar action is required by any of the parties to this agreement, such action will not be unreasonably delayed or withheld.

13.11 Notices. Any notice given under the Agreement shall be sent in writing to the other party's business address set forth on the Cover Documentation or, alternatively, to such other party and address as such contracting party shall most recently have designated in writing, which address the parties select as their *domicilia citandi et executandi*. Notices directed to Jarrison Systems shall be sent marked "Attention: The Managing Director."

13.12 Survival. The obligations set forth in Sections 2.4, 2.5, 3, 4, 5, 6.2, 7,10 and 12 shall survive termination or expiration of the Agreement. Furthermore, it is understood between the parties that terms that, by their very nature, are meant to survive the cancellation (or termination) of this agreement will survive indefinitely.