

## RESELLER AGREEMENT

by and between

the **Licensor**

and

the **Reseller**

in the event that Licensor is the End User Contracting Party

*Capitalised terms shall have the meaning given to those terms in **Annexure A**.*

### 1. **Recordal of Relationship**

- 1.1. The Licensor hereby appoints the Reseller, and the Reseller hereby accepts such appointment, to Resell the Solution to End Users in the Territory for the Term, on the terms and subject to the conditions set out in this Agreement.
- 1.2. Nothing in this Agreement shall constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, employment arrangement, partnership or formal business organisation of any kind. Each Party shall remain independent contractors at all times and no Party shall act as the agent for the other. Accordingly, nothing in this Agreement shall be construed as granting a Party (i) the right to make commitments of any kind for and on behalf of the other Party; or (ii) any power, right or authority to bind the other Party or to assume or create any obligation or responsibility, whether express or implied.

### 2. **Term**

- 2.1. Notwithstanding the date of signature of this Agreement, this Agreement shall commence on the Effective Date and shall continue to be of full force and effect for the Term.
- 2.2. The Parties may, prior to the end of the Term, agree in writing to extend this Agreement for the Renewal Term. Additional terms and conditions relating to the Renewal Term may be recorded in an addendum to this Agreement and signed by both parties. This Agreement, together with such addendum, shall form the basis of the contracting relationship between the Parties during the Renewal Term.
- 2.3. Notwithstanding termination of this Agreement, the provisions set out in clauses 8 (*Audit Rights*), 9 (*Confidential Information*), 10 (*Intellectual Property Rights*), 11 (*Limitation of Liability and Exclusions*), 12.1 (*Non-Circumvention*) and clause 13 (*Non-Solicitation*), shall continue to be of full force and effect indefinitely or to the extent expressly permitted in the substantive provision.

### 3. **The Solution**

- 3.1. Each year on the anniversary of the Effective Date, the Licensor will provide the Reseller with the Price List for the forthcoming 12 (twelve) month period. The Price List may be revised from time to time by Agreement between the

Parties. If the Master Licensor amends its price list for the Software to the Licensor, the Licensor may amend the Price List by giving the Reseller 30 (thirty) days written notice.

- 3.2. The Reseller may request from the Licensor, in writing (or in a format determined by the Licensor from time to time), a special bid price or discount off the Price List for the Solution ("Special Bid Request"). Such Special Bid Request shall contain information relating to (i) the name, address and registration number of the End User; (ii) the term of the End User License Agreement; (iii) the Total Contract Value (including the anticipated Annual End User License Fees for each year); (iv) a motivation for the Special Bid Request; (v) the discount required; (vi) risk to the Licensor if the Special Bid Request is not approved; and (vii) any other pertinent information as determined by the Licensor.
- 3.3. The Reseller is hereby granted a non-transferable right to Use the Software to market and Resell the Solution in the Territory. The Reseller is not permitted to (i) sublicense the Software; (ii) Modify, adapt, translate, process, arrange or otherwise rework the Software or make derivative works of the Software; or (iii) reproduce the results achieved from any of these acts. Any unauthorized works, listed in (ii) or (iii) above, developed by the Reseller and the Intellectual Property Rights embodied therein, shall be the sole and exclusive property of the Licensor or its respective Affiliates and the Reseller hereby assigns all rights in them (including moral rights) to the Licensor or its designated Affiliate(s). To the extent that the Intellectual Property Rights embodied therein are not to be transferred by operation of law, the Licensor and its Affiliate(s) shall be granted exclusive rights to use such unauthorized works to the widest extent lawfully possible.
- 3.4. The Reseller hereby indemnifies the Licensor, its Affiliates and/or the Master Licensor, including their officers, employees, agents and subcontractors, from and against any and all claims (including End User claims), liabilities, losses, damages and costs arising from or relating to breach of this Agreement by the Reseller.
- 3.5. The Licensor does not warrant that: (i) the Software will operate uninterrupted; or (ii) the Software will be free from defects or errors that do not affect performance; or (iii) the applications contained in the Software are designed to meet all of the End User's business requirements.
- 3.6. Except as set forth in writing in this Agreement, and to the maximum extent permitted by applicable law, each of the Licensor and/or the Master Licensor makes no representations, warranties, conditions or guarantees with respect to the Software and/or the Solution and any other materials or services covered by or furnished pursuant to this Agreement, including without limitation any implied warranty or condition of (i) merchantability; (ii) merchantable or satisfactory quality; (iii) fitness for a particular purpose; (iv) performance, dealing, use or trade; or (v) non-infringement of third party rights.

#### **4. Obligations of the Licensor**

During the Term, the Licensor hereby undertakes to –

- 4.1. offer the Reseller reasonable presales assistance in respect of an Opportunity;
- 4.2. assist and engage with the Reseller in respect of all marketing, sales and promotional initiatives and opportunities relating to the Software; and
- 4.3. consider any Special Bid Request compiled by the Reseller and use all reasonable commercial efforts to motivate for the award of such Special Bid Request by the Master Licensor; and

- 4.4. deliver the Solution set out in the Order Form to the End User provided that: (i) the Reseller has submitted an Order Form which has been approved by the Licensor in writing; (ii) the Reseller is not in breach of its obligations under this Agreement; (iii) the End User has concluded an End User License Agreement; and (iv) the Annual End User License Fees have been paid by the End User to the Licensor.

## 5. **Obligations of the Reseller**

During the Term, the Reseller hereby warrants that it shall –

- 5.1. comply with and adhere to any and all reporting requirements and obligations stipulated in the Agreement and in clause 7 below;
- 5.2. ensure that each End User executes an End User License Agreement;
- 5.3. prior to the sale of any Software, submit to the Licensor a completed Order Form for written approval by the Licensor;
- 5.4. procure approval from the Licensor in respect of all marketing (including collateral), sales and promotional initiatives and opportunities relating to the Solution and keep the Licensor informed as to the status and outcome of all such activities;
- 5.5. comply strictly with the Master Licensor's Terms and Conditions as if it were a partner of the Master Licensor;
- 5.6. be, and remain, compliant with any and all applicable and/or relevant legislative or regulatory requirements and/or rulings or codes of practice of any competent authority or industry body that has jurisdiction over the provision of the Solution;
- 5.7. maintain a good relationship with each End User with a view to understanding (i) the product, solution and/or service requirements of that End User; (ii) any shortfalls and/or problems such End User may experience when using the Solution or the Services; (iii) any risks or threats that may damage or alter the relationship with each End User (including competitive products); (iv) any recommendations, opinions or views expressed by an End User which relate to the Solution; or (v) any disputes with an End User, any End User dissatisfaction, complaints from an End User relating to the Solution; and
- 5.8. not doing anything which brings the reputation of the Licensor into disrepute or which may damage the reputation of the Licensor, including, but not limited to, misuse of the Licensor brand, logo and trademarks.

## 6. **Fees**

- 6.1. Unless otherwise agreed by the Parties in an Order Form, the Licensor shall pay the Reseller the Fees for each year of an approved Order Form within 30 (thirty) days of satisfaction of the deliverables described in clause 6.2.
- 6.2. The Licensor shall make payment of the Fees to the Reseller provided that the End User has –
  - 6.2.1. signed an irrevocable order for the purchase of the Solution set out in the Order Form;
  - 6.2.2. executed an End User License Agreement; and

6.2.3. furnished the Licensor with a signed delivery note for delivery of the Solution.

6.2.4. made payment of the Annual End User License Fees to the Licensor for the year concerned.

## 7. Deal Registration and Reporting

Reseller agrees and undertakes to:

7.1. engage in biweekly (every second week) sales and deal review meetings with the Licensor to discuss, amongst other things, sales activity, the sales pipeline, go-to-market campaigns and messaging for the Solution in respect of the Reseller;

7.2. provide the Licensor with a monthly report, in the form agreed between the Parties, which sets out, amongst other things, the sales pipeline in respect of the Solution for the Reseller including potential Opportunities, the target customers, the term of the Opportunities, the anticipated Annual End User License Fees and Total Contract Values.

## 8. Audit Rights

8.1. During the Term, the Renewal Term (if applicable) and for 2 (two) years thereafter, the Reseller will -

8.1.1. permit the Licensor and/or Master Licensor to audit the Reseller's compliance with this Agreement;

8.1.2. maintain relevant records regarding its activities under the Agreement, including compliance with the Master Licensor Terms and Conditions applicable to the Software; and

8.1.3. in order to give effect to this clause 8.1, make available to the Licensor and/or the Master Licensor and/or any auditor appointed by the Licensor such records and/or information and/or other documentation as may be reasonably required to audit the Reseller's compliance with this Agreement and/or Use of the Software.

8.2. In the event that the audit reveals that the Reseller used the Software in a manner that is non-compliant with this Agreement then the Reseller shall (i) pay the cost of the audit; (ii) pay the applicable fees for the period during which the licenses were used. The applicable fees shall be determined with reference to the Master Licensor's price list for Software in effect at the time of the audit.

## 9. Confidential Information

9.1. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. The Receiving Party shall (i) take all reasonable steps to keep Confidential Information strictly confidential; (ii) not disclose any Confidential Information to any person other than its Representatives who are involved in the performance of this Agreement; (iii) not use Confidential Information for any purpose other than in connection with the Parties' performance of this Agreement; and (iv) not disclose to any person (other than its Representatives) any information about this Agreement.

9.2. The Receiving Party shall be responsible for any breach of the terms of clause 9.1 by it or its Representatives. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) is independently developed by Receiving Party without reference to the Disclosing Party's

Confidential Information; (ii) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (iii) has become generally available to the public without breach of this Agreement; (iv) at the time of disclosure was known to the Receiving Party free of restriction; or (v) the Disclosing Party agrees in writing is free of such restrictions.

- 9.3. In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party: (i) to seek an appropriate protective order or other remedy; (ii) to consult with the Receiving Party with respect to the Disclosing Party taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Receiving Party or its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment. Either Party's liability for any breach of the foregoing confidentiality undertakings shall not be subject to any liability limitation otherwise applicable under this Agreement.
- 9.4. Reseller will not submit any Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of the Licensor, and will not export any Confidential Information to countries, persons or entities if prohibited by export laws.

## 10. **Intellectual Property Rights**

- 10.1. The Solution, the Master Licensor Materials, Modifications and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of the Licensor or its Affiliates, or the Master Licensor. All rights not expressly granted in this Agreement are reserved by the Licensor.
- 10.2. The Reseller undertakes, while this Agreement is in force and at any time thereafter, not to challenge the right, title and interest (including the Intellectual Property Rights) of the Licensor and/or its Affiliates in respect of the Solution or Master Licensor Materials, nor to assist any third party directly or indirectly to do so.
- 10.3. The Reseller shall promptly notify the Licensor if it becomes aware if any End Users, or any third party that has acquired or markets, sells or uses the Solution or Licensor Materials without authorization. In such event, the Reseller must reasonably assist the Licensor in the pursuance of the protection and enforcement of its rights.

## 11. **Limitation of Liability and Exclusions**

- 11.1. Under no circumstances shall the Licensor or the Master Licensor be liable to the Reseller or any other entity or person, including an End User, for –
- 11.1.1. an amount of damages, in aggregate, in excess of (a) the Fees paid by the Licensor to the Reseller during the 12 (twelve) month period immediately preceding the date on which the claim was made;
  - 11.1.2. loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction;
  - 11.1.3. any claim relating to a breach or unauthorised access to the End User's data;

11.1.4. special or incidental, consequential or indirect damages or exemplary or punitive damages.

11.2. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer, warranties or exclusion of damages is intended by the Parties to be severable and independent of any other provision and shall be enforced as such.

11.3. The limitations and exclusions set out in clause 11.1 shall not apply to (i) wilful misconduct, fraud, personal injury or death caused by negligence; (ii) unauthorized use or disclosure of Confidential Information; (iii) any other liability which cannot be excluded or limited by applicable law.

## 12. **Non-Circumvention**

12.1. For the duration of the Agreement, Reseller warrants that it (i) shall not; and (ii) shall procure that its Representatives shall not, directly or indirectly -

12.1.1. Circumvent the Licensor in respect of any Opportunity or Order Form; or

12.1.2. take any action which would adversely affect or otherwise hinder or frustrate any Opportunity or Order Form;

12.1.3. approach a Master Licensor with the intention of concluding contract arrangements similar in nature to the existing agreements the Licensor has concluded with its Master Licensors;

12.1.4. create, or attempt to create, a solution similar to the Solution;

12.1.5. use, avail itself to or derive profit from any Confidential Information or Intellectual Property relating to the Licensor; or

12.1.6. persuade, induce, solicit, encourage or procure (or attempt to do any of the afore going) any customer, End User or supplier of the Licensor to (i) refrain from conducting business with the Licensor; or (ii) conduct business with or be interested in any Competitor,

or attempt to do so.

## 13. **Non-Solicitation**

13.1. Each Party warrants, represents and undertakes that it shall not, and it warrants, represents and undertakes that it shall procure that its Representatives shall not, without the prior written approval of a duly authorised director of the other Party, at any time for the duration of this Agreement and for a period of 12 (twelve) months thereafter, whether as proprietor, partner, director, shareholder, member, employee, consultant, contractor, financier, agent, representative, assistant, trustee or beneficiary of a trust, controller of any entity or otherwise and whether for reward or not, directly or indirectly:

13.1.1. encourage or entice or incite or persuade or induce any employee of the other Party to terminate his employment with such Party; or

13.1.2. furnish any information or advice to any employee then employed by the other Party or use any other means which are, in the ordinary course of events, calculated to result in any such employee terminating his employment with such Party and/or becoming employed by, or directly or indirectly in any way interested in or associated with any other company, close corporation, firm, undertaking or concern;

or attempt to do so.

13.2. To the extent that an employee is successfully recruited by a Party during the period described in clause 13.1, and only if the other Party consents to such recruitment in writing, the recruiting Party shall pay the other Party a fee equal to 300% (three hundred percent) of the gross annual package (including any quantifiable bonuses or incentives and annualised if necessary) paid by the other Party to the employee concerned.

#### 14. **Termination**

In addition to any other rights and/or remedies that a Party may have in terms of this Agreement, this Agreement may be terminated -

14.1. by either Party, if a Party commits a material breach of this Agreement and the breaching Party fails to remedy such breach within 14 (fourteen) days of written notice thereof from the Party affected by the breach;

14.2. by the Licensor on 30 days' written notice to the Reseller;

14.3. immediately by either Party if the other Party (i) is placed in provisional or final liquidation; (ii) passes a resolution for the voluntary winding up of the business; (iii) takes steps to wind up on the grounds of its inability to pay its debts; (iv) compromises with its creditors; (v) resolves voluntarily to begin business rescue proceedings or has an order granted placing it in business rescue; or (vi) makes an assignment for the benefit of its creditors.

#### 15. **Effect of Termination**

In the event of termination of this Agreement in terms of clause 14 -

15.1. the Reseller shall immediately cease Use of the Solution and shall no longer be entitled to market or Resell the Solution in the Territory;

15.2. the Reseller shall cease use of all Master Licensor Materials and Confidential Information;

15.3. within 30 (thirty) days of termination or expiration of this Agreement, the Reseller shall (i) destroy or, upon the Licensor's request, deliver to the Licensor all copies of the Master Licensor Materials and/or Confidential Information; and (ii) provide the Licensor with written notice regarding its compliance with its obligations under this clause 15; and

15.4. notwithstanding termination of this Agreement, all Order Forms which continue to operate beyond termination of this Agreement shall continue to remain of full force and effect. In respect of these Order Forms and for the term thereof:

- 15.4.1. all End User License Agreements concluded with End Users shall continue to run their term and remain of full force and effect;
- 15.4.2. the Licensor shall continue to make payment of the Fees to the Reseller;
- 15.4.3. the Reseller shall not be entitled to conclude any Solution renewal deals for these End Users; and
- 15.4.4. the provisions of clause 5.5 and clause 5.8 (*Obligations of the Reseller*), as well as clauses 6 (*Fees*) and 15 (*Effect of Termination*) will, in addition to the surviving clauses in clause 2.3 above, continue to be of full force and effect for the duration of any operative Order Forms notwithstanding termination of this Agreement.



## EXHIBIT A – DEFINITIONS, INTERPRETATION AND GENERAL

### 1. Definitions

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

- 1.1. **“Affiliate(s)”** means, in regard to a party to this Agreement, any legal entity for so long as a party to this Agreement holds, directly or indirectly, more than 50% (fifty percent) of the shares or voting rights of such legal entity;
- 1.2. **“Agreement”** means this Reseller Agreement, including the Reseller Registration Form, all Order Forms, exhibits, appendices, schedules, annexes, amendments, addenda, the SAP Terms and any other documents attached hereto, or incorporated by reference;
- 1.3. **“Annual End User License Fees”** means the fees payable, annually in advance, by the End User to the Licensor for use of the Solution for a 12 (twelve) month period during the term of an Order Form;
- 1.4. **“Competitor”** means a business that directly competes with the Licensor;
- 1.5. **“Confidential Information”** means any and all information, oral or written, of a confidential or proprietary nature, disclosed by the Disclosing Party to the Receiving Party in connection with this Agreement, which information is designated as confidential at the time of the disclosure or should be reasonably understood to be confidential given the nature of the information and the nature of the circumstances surrounding the disclosure including but not limited to all information which the Disclosing Party protects against unrestricted disclosure to others, the Solution, the Price List, the Master Licensor Materials, the Solution and/or information related to the Solution;
- 1.6. **“Disclosing Party”** means the Party disclosing the Confidential Information;
- 1.7. **“Effective Date”** shall have the meaning given to that term on the Reseller Registration Form;
- 1.8. **“End User”** means the end user to whom the Reseller Resells the Solution in terms of an Order Form;
- 1.9. **“End User License Agreement”** means the end user license agreement to be concluded between the Licensor and the End User, which end user licence agreement found at the following link: <https://thinkdglobal.com/terms/>;
- 1.10. **“Fees”** means the fees paid by the Licensor to the Reseller as reflected in the Price List and recorded in an Order Form;
- 1.11. **“Intellectual Property Rights”** means all intellectual property rights of whatever nature, including without limitation (i) all patents and other patent rights, including divisional and continuation patents and utility models; (ii) rights in inventions whether patentable or not; (iii) the trade marks, rights in trademarks and service marks, logos, slogans, corporate, business and trade names, trade dress, brand names and other indicia of origin; (iv) rights in designs, topography rights, rights in circuit layouts and maskworks; (v) all copyright of whatever nature and in whatever medium embodied, whether now known or later developed, for their full terms including any extensions and renewals, including the rights of reproduction, distribution, preparation of derivative works, public display, public performance, and making available; (vi) moral and economic rights of authors and inventors; (vii) rights in internet domain names, reservations for internet domain names, uniform resource locators and corresponding internet sites;

(viii) rights in databases, data collections, platforms, applications and computer software (including source code); and (ix) know-how, show-how, trade secrets and confidential information, in each case whether or not registered and including applications for registration of any of these and the right to apply for the registration of any of these, all claims for past infringements, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

- 1.12. **“Licensor”** shall have the meaning given to that term on the Reseller Registration Form;
- 1.13. **“Master Licensor”** means the master licensor of the Software;
- 1.14. **“Master Licensor Materials”** means any software, programs, tools, systems, data, Licensor Confidential Information or other materials made available by the Licensor to the Reseller in the course of the performance of this Agreement including, but not limited to, the Software, subscription services and APIs, as well as any information, materials or feedback provided by the Reseller to the Licensor relating to the Software, subscription services and APIs;
- 1.15. **“Master Licensor Terms and Conditions”** means the Master Licensor’s terms and conditions applicable to the Use of the Software which includes, but is not limited to, general terms and conditions, use rights and data protection terms and conditions;
- 1.16. **“Modifications”** means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software, including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of the Software data structures; (iii) any other change to the Software using or incorporating any Licensor Materials; or (iv) any creation, modification, enhancement or customization of the Software;
- 1.17. **“Opportunity”** means a bona fide opportunity for sale of the Solution in the Territory, which opportunity is described in the report submitted by the Reseller to the Licensor in terms of clause 7.2;
- 1.18. **“Order Form”** means the document setting out the sale of Solution to an End User by the Reseller (substantially similar in form to Annexure B), which document includes information relating to: the End User, the applicable Software and/or Services sold, the Fees, the Order Form Term, the Annual End User License Fees, the Total Contract Value, specific terms and conditions, any dependencies and/or other information which may be material;
- 1.19. **“Parties”** means the Licensor and the Reseller, collectively, and **“Party”** means any one of them, as the context may indicate;
- 1.20. **“Price List”** means the price list for the Solution as provided by the Licensor to the Reseller each year;
- 1.21. **“Receiving Party”** means the Party receiving the Confidential Information;
- 1.22. **“Renewal Term”** means a period of 24 (twenty-four) months from the date on which the Parties agree to extend the term of this Agreement in writing, or the period until such time as it is terminated in accordance with clause 14;

- 1.23. **“Representatives”** means (i) employees of Receiving Party and its Affiliates; (ii) attorneys, accountants, or other professional business advisors; and, (iii) employees of any entity who are directly involved in the performance of obligations under this Agreement;
- 1.24. **“Resell(s)”** or **“Resale”** means to lease, resell, distribute and/or license the Solution to the End Users in terms of a subscription-based license to Use the Software and the Licensor Materials in the Territory;
- 1.25. **“Reseller”** shall have the meaning given to that term on the Reseller Registration Form;
- 1.26. **“Services”** means the software support and other services to be provided by the Licensor to the End User in terms of an End User License Agreement as more fully described in an Order Form;
- 1.27. **“Software”** means the software described in the Price List;
- 1.28. **“Solution”** means the Software and the Services;
- 1.29. **“Term”** shall have the meaning given to that term on the Reseller Registration Form;
- 1.30. **“Territory”** shall have the meaning given to that term on the Reseller Registration Form;
- 1.31. **“Total Contract Value”** means the total fees payable by the End User to the Licensor under an Order Form;
- 1.32. **“Use”** means to, for demonstration or test for purposes, activate the processing capabilities of the Software, as well as load, execute, access, employ the Software or display the information resulting from such capabilities;

## 2. **Interpretation**

If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of the Agreement. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday. The expiration or termination of this Agreement shall not affect certain provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

## 3. **General**

Neither this Agreement nor the Licensor Materials may be assigned, delegated, pledged or otherwise transferred by the Reseller to any party whether voluntarily or by operation of law including by way of sale of assets, merger or consolidation. This Agreement constitutes the entire, conclusive and complete statement of agreement between the Parties. All previous representations, discussions and written communications are superseded by this Agreement and the Parties disclaim any reliance on such representations, discussion and/or written communications. This Agreement may not be amended or modified and any term or obligation may not be waived except in writing signed by a duly authorized representative of each Party. Neither Party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed due to circumstances beyond its reasonable control. This Agreement shall be governed

by South African law. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Johannesburg, South Africa. All notices or reports which are required to be given under and in terms of this Agreement will be in writing and will be deemed to be duly given when delivered to the address provided by each Party as set out in this Agreement.

**ANNEXURE B – ORDER FORM**

Date:	<i>[insert]</i>
End User:	<i>[insert]</i>
Solution:	The Solution to be purchased by the End Users shall comprise:  1. Software: <i>[insert]</i>  2. Services: <i>[insert]</i>
Country:	<i>[insert]</i>
Order Form Term	<i>[insert start date] - [insert end date]</i>
End User Fees:	The Annual End User License Fees for Each Year of use the Software: <i>[insert]</i>  The Total Contract Value for the Order Form: <i>[insert]</i>
Fees	
Other Relevant Information	