

## END-USER LICENSE AGREEMENT (“EULA”)

THIS EULA IS A LEGAL AGREEMENT BETWEEN **USER OF THE LICENSED SOFTWARE** (“**THE LICENSEE**”) AND SYNTHESIS SOFTWARE TECHNOLOGIES PROPRIETARY LIMITED AND ITS SUBSIDIARIES (COLLECTIVELY REFERRED TO AS “**THE COMPANY**”), FOR THE SOFTWARE PRODUCT KNOWN AS “FIX SOURCE CONNECTOR/QUICK START” (“**LICENSED SOFTWARE**”).

1. Protection and Ownership. All copyright and all other intellectual property laws protect the Licensed Software. The COMPANY retains ownership of the Licensed Software and all copies of the Licensed Software. The Licensed Software is licensed to the LICENSEE for use, subject to the terms set forth in this EULA.
2. Grant and Use. The COMPANY hereby grants to the LICENSEE, and the LICENSEE fully accepts, upon delivery of the Licensed Software, a non-exclusive and, subject to clause 3, a non-transferable right to use the Licensed Software for its own internal business purposes. For the sake of clarity ‘delivery’ in terms of this EULA occurs once the Licensed Software has been used by the COMPANY. Should the LICENSEE install, use or access the Licensed Software, then the LICENSEE agrees to be bound by the terms of this EULA unless the LICENSEE already has a signed agreement with the COMPANY or one of its affiliates that includes licensing terms that govern its use of the Licensed Software.

Should the LICENSEE wish to purchase additional Licensed Software, the LICENSEE will be required to negotiate these licenses directly with the COMPANY and submit additional Purchase Orders.

The Licensed Software includes software developed by quickfixengine.org: <http://www.quickfixengine.org/>.

The LICENSEE may allow its contractors, suppliers and personnel (including any director, employee, consultant or other representative) (each a “**Permitted Third Party**”) to use the Licensed Software solely for the purpose of providing services to or on behalf of the LICENSEE, provided that such use is in compliance with this EULA. The LICENSEE is liable for any breach of this EULA by any Permitted Third Party.

Duration. The licensed usage shall be detailed in the Purchase Order. The LICENSEE is allowed only the number instances of each license, as shown in any appendices to this EULA or in the Purchase Order. The LICENSEE shall be entitled to the use of the Licensed Software for an initial

period of 30 days, at no cost, whereafter it will automatically continue on a monthly basis until terminated by the LICENSEE on 30 days written notice.

3. Transfer. LICENSEE may not resell, or otherwise transfer, the Licensed Software. Notwithstanding the foregoing, but subject to clause 2, LICENSEE may cede, assign or transfer all of its licensed rights and duties under this EULA to a third party that:
  - a. directly or indirectly controls the LICENSEE;
  - b. is controlled by, or under common control with, the LICENSEE; or
  - c. purchases all or substantially all of the LICENSEE's assets;provided however that:
  - i. the LICENSEE gives written notice to the COMPANY of the transfer or assignment;
  - ii. the permitted third party assignee agrees to be bound by all the terms herein and completes and returns any requested transfer documentation to the COMPANY; and
  - iii. under no circumstance shall there be any transfer or assignment, unless specifically agreed upon by the COMPANY in writing; or
  - d. purchases, with the COMPANY's written agreement, the Licensed Software pursuant to which sale this EULA and use of the licenses must be transferred to the purchaser of the Licensed Software.

If the LICENSEE transfers the Licensed Software, the LICENSEE must simultaneously transfer possession of, and return or destroy, at the COMPANY's election, all Licensed Software and all information, system guides, notes, commentaries and other documentation as may be necessary for a third party to access, operate, use and support the Licensed Software (collectively referred to as "**Information**") and all copies of the Licensed Software and Information from the LICENSEE's computers.

4. Restrictions. The LICENSEE agrees not to copy or republish the Licensed Software, except for backup and disaster recovery purposes. Should the LICENSEE make backup copies of the Licensed Software, the original copy of the Licensed Software and all backup copies that the LICENSEE makes, may not leave the LICENSEE's control. The LICENSEE agrees that this is a license only and that no title passes to the LICENSEE. The LICENSEE agrees not to challenge the COMPANY's rights in, or otherwise attempt to assert any rights in, the Licensed Software, except those provided under this EULA. The LICENSEE further agrees not to, and will not permit any Permitted Third Party to: (i) disclose, modify, update, upgrade, decompile, translate, disassemble or reverse-engineer the Licensed Software, (ii) distribute, transfer, sell, rent, lease or encumber the Licensed Software, (iii) use the Licensed Software for the business needs of another person or entity, including, without limitation, providing outsourcing, service bureau, competitive offerings, commercial hosting, application service provider or on-line services to third

Parties, (iv) use the Licensed Software, except as expressly permitted under this EULA, or (v) use the Licensed Software in contravention of any law.

5. Updates, Maintenance and Support.

“Major Updates” means all Externally Mandated Updates where the time for the implementation of these resulting changes to the Licensed Software by the COMPANY requires more than thirty (30) man days of development, or scenarios where new major features are released that does not form part of the core licensed product (separately licensed features);

“Minor Updates” means all Externally Mandated Updates where the time for the implementation of these resulting changes to the Licensed Software by the COMPANY requires less than thirty (30) man days of development, or where although a change would be classified as a Major Update, the COMPANY has made a decision to absorb the cost of the update;

“Externally Mandated Updates” means all mandatory changes that need to be performed on Licensed Software due to new specifications, regulations or other requirements imposed by an industry body, regulatory authority, or any other party that the Licensed Software has a dependency on from an integration or compliance perspective;

The COMPANY will include all Minor Updates and patches (i.e. general performance upgrades as well as bug fixes) to the Licensed Software free of charge. Major Updates, new features, implementation services (for Minor or Major Updates), and enhancements and any customized development are not included in the obligation of the COMPANY and will be chargeable to the LICENSEE by means of a separate Purchase Order. Major Updates will, from time to time, be released and be purchasable/licensable by the LICENSEE from the COMPANY as relevant. The terms of this EULA shall apply to all updates, enhancements, maintenance and technical support provided by the COMPANY. The LICENSEE is solely responsible for its own data and must back up its data before the COMPANY performs any maintenance, upgrade, update or other work on the Licensed Software.

6. Escalation. All license fees payable in terms of this EULA and applicable Purchase Order shall for the duration of this EULA be increased annually in accordance with CPI. For the purposes of this clause 9 CPI means the weighted average of the consumer price index (for all areas and all items) of the Republic of South Africa as published by Statistics South Africa (or its successor-in-title) Statistical Release P0 141.1) from time to time.

7. Taxes. The LICENSEE shall pay all applicable taxes related to the licensing of the Licensed Software. If necessary, the LICENSEE shall provide the COMPANY written evidence of the LICENSEE’s exemption from otherwise applicable taxes.

8. Warranty. The COMPANY warrants that the Licensed Software shall perform substantially in accordance with the product specification in accordance with the Purchase Order for a period of 90 (ninety) days from the date of delivery by the COMPANY ("**Warranty Period**"). Should the Licensed Software not meet the applicable product specifications, the LICENSEE shall notify the COMPANY thereof in writing within the Warranty Period and the COMPANY shall, at its discretion: (i) remedy any such defect to the required specification at no additional charge to the LICENSEE; or (ii) refund the LICENSEE the license fees paid in respect of the affected Licensed Software from the date such defect arose.

Save for the warranty provided in this clause, neither the Reseller nor any other agent or employee of the COMPANY or of the Reseller is authorised to modify or add to the following warranties and remedies. To the maximum extent permitted by applicable law, and elsewhere in this EULA, the COMPANY makes no other warranty or representation, either expressed or implied, with respect to the Licensed Software, its quality, performance or suitability for use in a particular purpose. The Licensed Software is thus licensed "as is" and the LICENSEE assumes the entire risk as to its quality, performance and suitability.

9. Indemnification. The COMPANY represents that it has the right to grant to the LICENSEE the license to use the Licensed Software as set forth in this EULA, without violating any rights of any third party and that there is no actual or threatened claim by any third party, based on an alleged violation of such right by the COMPANY. The COMPANY will defend, indemnify and hold the LICENSEE harmless from any third party claim that the Licensed Software infringes any copyright, trademark or trade secret owned or controlled by the third-Party; provided, however, that (i) the COMPANY shall be notified promptly in writing by the LICENSEE of any such claim arising; (ii) the LICENSEE shall cooperate with the COMPANY, at the COMPANY's expense, in a reasonable way to facilitate the settlement or defence of any such claim; (iii) such claim does not arise from modifications of the Licensed Software by the LICENSEE not authorized by the COMPANY; and (iv) should the Licensed Software become, or in the COMPANY's opinion, is likely to become, subject to any such claim, then the LICENSEE shall permit the COMPANY, at the COMPANY's option and expense, either to (a) procure for the LICENSEE the right to continue using the Licensed Software, or (b) replace or modify the Licensed Software so that it becomes non-infringing and performs in a substantially similar manner to the original product, or (c) upon failure of (a) or (b), despite the reasonable efforts of the COMPANY, to terminate this EULA and return the license fee paid by the LICENSEE for the Licensed Software.
10. Third Party Owners. The Licensed Software may include software owned by third parties. Such third-party software may be governed by additional applicable third-party terms and not by this EULA. By agreeing to the terms of this EULA, the LICENSEE agrees to be bound by the terms of such applicable third-party software. Other than as expressly set out in this EULA, this EULA does not create any rights for any person not a Party hereto, including any Reseller, agent or

employee of the COMPANY, and no person not a party to this EULA may enforce any of the terms hereof or rely on any exclusion or limitation contained herein.

11. Confidentiality and Publicity. The LICENSEE acknowledges that the Licensed Software contains information deemed confidential, or otherwise proprietary, to the COMPANY, and the LICENSEE agrees to handle the Licensed Software with the same degree of care employed with respect to the LICENSEE's own confidential or proprietary information. The LICENSEE shall (i) initiate internal security procedures reasonably acceptable to prevent unauthorised disclosure and shall take all practical steps to impress upon each Permitted Third Party who needs to be given access to Confidential Information, the secret and confidential nature thereof and (ii) only use the LICENSEE's Confidential Information for the purpose of performing its obligations or as envisaged in terms of this EULA. The Parties undertake not to use the other Party's name or brand in any publicity material without the prior written consent of the other Party. This clause is severable from the rest of this EULA and shall therefore remain in full force and effect even if this EULA or any Purchase Order is terminated or cancelled for any reason at any time.
  
12. Intellectual Property. Save as expressly provided in this Agreement, all right, title and ownership of any intellectual property of the COMPANY shall remain the sole and exclusive property of the COMPANY and the LICENSEE will not do, cause or permit anything to be done which may adversely affect any element of the COMPANY's intellectual property, or rights in and to its intellectual property, and will not attack or assist in any attack on the validity, and/or registration of intellectual property of the COMPANY. The COMPANY grants to the LICENSEE a perpetual, non-exclusive, royalty-free, non-transferable license to use the COMPANY's intellectual property embedded or incorporated in the Licensed Software, as envisaged in this EULA and the relevant Purchase Order. The COMPANY will own any intellectual property in the Licensed Software and all related and ancillary works, including any changes or modifications requested by the LICENSEE. This clause is severable from the rest of this EULA and shall therefore remain in full force and effect even if this EULA or any Purchase Order is terminated or cancelled for any reason at any time.
  
13. Termination and Breach. Subject to the termination provisions contained in the Purchase Order, the LICENSEE's right to use the Licensed Software continues until this EULA is terminated, or the LICENSEE stops payment of the license fees as per the Purchase Order. The LICENSEE may terminate this EULA at any time by providing the COMPANY with 60 (sixty) days written notice of such termination and returning or destroying, at the COMPANY's election, all of LICENSEE's copies of the Licensed Software.

Should either Party ("the Defaulting Party") commit a breach of any material provision of this EULA and fail to remedy such breach within 14 (fourteen) days after receiving written notice from the other Party ("the Aggrieved Party") requiring the Defaulting Party to do so, then the Aggrieved

Party shall be entitled to cancel this EULA or to claim specific performance of the Defaulting Party's obligations whether or not due for performance, in either event without prejudice to the Aggrieved Party's other rights in law, including its right to claim damages. Failure by the LICENSEE to make timeously payment for the Licensed Software shall constitute a material breach of this EULA. On termination of this EULA, the LICENSEE will not receive any refund from the COMPANY of any license fees paid.

14. Suspension. If payment to the COMPANY for the Licensed Software remains overdue for more than 30 (thirty) days from the date such payment fell due, notwithstanding that the LICENSEE made payment to the Reseller, in addition to any other rights or remedies which the COMPANY may have at law, the COMPANY reserves the right, in its sole discretion, to suspend performance or any rights granted under this EULA, until such amounts are paid to the COMPANY in full.
15. Limitation of liability. The entire liability of the COMPANY under this EULA shall be limited to (i) the amount actually paid by LICENSEE for the Licensed Software in the first year of operation or (ii) up to the date of the notification of defects, whichever is the lesser amount. The limitation contained herein shall not apply to (a) any breach by the LICENSEE of the COMPANY's proprietary or Confidential Information or Intellectual Property; (b) reputational harm suffered by a Party, or (c) damages arising from a Party's gross negligence or willful misconduct (including theft, fraud or other criminal act).

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL QUICKFIXENGINE.ORG OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

16. Personal Data and Privacy. The COMPANY's Privacy Policy ("**Privacy Policy**") which can be found at <http://www.synthesis.co.za/privacy-policy/> forms an integral part of this EULA. By installing or using the Licensed Software, the LICENSEE agrees to accept and to be bound by the Privacy Policy at all times. In carrying out its obligations under this EULA, the COMPANY may collect and store data about the LICENSEE in relation to its use of the Licensed Software. Certain data may be recorded, archived, analysed and used to create user statistics. The LICENSEE's privacy is important to the COMPANY and the COMPANY will not reveal the LICENSEE's personal data to third parties except when expressly authorised by the LICENSEE to do so or in special circumstances. The COMPANY may be under a duty to disclose or share the LICENSEE's personal data in order to comply with a legal obligation, or in order to protect the COMPANY's rights and those of other users and third parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection and

credit risk reduction. In addition, the COMPANY reserves the right to collect, store and use anonymous data about the LICENSEE. For further information concerning the COMPANY's use of the LICENSEE's personal data, please refer to the Privacy Policy.

17. Force Majeure. In the event that the COMPANY is prevented from performing or is unable to perform any of its obligations in terms of this EULA due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond its reasonable control, the COMPANY shall give written notice thereof to the LICENSEE and the time for the performance by the COMPANY in terms of this EULA shall be extended for the period of delay or inability to perform due to such circumstance. Provided that if such circumstance continues for a period of more than 90 (ninety) days, either of the Parties will be entitled to immediately terminate this EULA in accordance with clause 7.
  
18. Dispute Resolution. In the event of any dispute arising between the Parties relating to or arising out of this EULA, including the implementation, execution, interpretation, rectification, termination or cancellation of this EULA, the Parties will use their best efforts to resolve the dispute within 15 (fifteen) business days of the dispute having been declared. All disclosures, concessions or admissions made by the respective Parties during such dispute resolution process shall be conclusively deemed to be made without prejudice and accordingly same may not be used in any subsequent proceedings which may arise between the Parties.

Should the Parties be unable to resolve a dispute in accordance with the foregoing, such dispute will be finally resolved by the Arbitration Foundation of South Africa ("AFSA") in terms of AFSA's arbitration rules being in force as amended from time to time. This clause shall constitute each Party's irrevocable consent to the arbitration proceedings. The decision of the arbitrator shall (in the absence of a clerical or manifest error) be final and binding on the Parties and the fees and all associated costs of the arbitrator shall be determined by the arbitrator. Notwithstanding the foregoing, nothing in this clause shall be construed as precluding either Party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator. This clause is severable from the rest of this EULA and shall therefore remain in full force and effect even if this EULA or any Purchase Order is terminated or cancelled for any reason at any time.

Any dispute between the Parties about the calculation or quantum of any payment shall be referred to a practising chartered accountant of at least 10 (fifteen) years' standing. The expert shall be deemed to act as an expert and not as an arbitrator. The expert will be requested to give their decision as soon as practicable and, in any event, by no later than 10 (ten) Business Days after the date of receipt of its terms of reference submissions by each Party. The decision of the

expert shall (in the absence of a clerical or manifest error) be final and binding on the Parties and the fees and all associated costs of the expert shall be determined by the expert.

19. Applicable law and jurisdiction. This agreement shall be interpreted and governed in all respects by the laws of the Republic of South Africa. The Parties hereby consent to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg. To the extent permitted by applicable law, all claims by the LICENSEE must be made within 18 (eighteen) months after the cause of action arises.

20. General.

- A) Whole Agreement. This EULA and any applicable Purchase Order, services agreement or like document, constitute the entire agreement between the COMPANY and the LICENSEE, relating to the subject matter hereof, and any additions to, or modifications of this EULA shall only be binding upon the Parties if in writing and duly signed by the Parties. The terms and conditions of any corresponding Purchase Order relating to the Licensed Software will be binding on the Parties, once such terms and conditions are agreed to in writing and signed by the Parties.
- B) Severability. If any of the terms, or portions thereof, of this EULA are invalid or unenforceable under any applicable statute or rule of law, such term shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of this EULA will remain in full force and effect.
- C) Waiver. The waiver or failure of either Party to exercise in any respect, any right provided for in this EULA, shall not be deemed a waiver of any further or future right under this EULA.
- D) Cession, Assignment and Delegation. Subject to clause 3, the LICENSEE shall not be entitled to cede, assign and/or transfer all or any of its rights and/or obligations under and in terms of this EULA without prior consent of the COMPANY (which will not be unreasonably withheld). The COMPANY shall be entitled to cede, assign and/or transfer all or any of its rights and/or obligations under and in terms of this EULA without prior notice to the LICENSEE.
- E) Authority. Every natural person signing on behalf of any juristic person personally warrants that the execution of this EULA by such juristic person concerned is within the scope of its powers, objects and authority and does not contravene any law and all necessary steps have been taken by the juristic person to give such natural person the power to execute this EULA on behalf of the juristic person.
- F) Notices. All notices and requests given or made in connection with this EULA must be sent by email and by hand to the addresses for the Parties set out on the signature page of this EULA.
- G) Anti-bribery. It is the intention of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance



of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.