TERMS AND CONDITIONS OF USE OF ACCESS SOFTWARE

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introduction

The Company and/or its licensors own the Intellectual Property associated with, pertaining to or embodied in, the Access Software and the Company has all necessary rights and authority to grant licences to customers wishing to Access and Use the Access Software.

The Customer wishes to Access and Use the Access Software.

The terms and conditions upon which the Company is prepared to license the Customer to Access and Use the Access Software, are set out below.

grant of LICENCE

In exchange for the Licence Fee, the Company hereby grants to the Customer, for the duration of the Agreement, a non-exclusive, non-sub-licensable and non-transferrable licence, to the Customer, to Access and Use the Access Software, provided that:

if a User Limit is specified in the Particulars, then the number of Users Using the Access Software, will not exceed the User Limit; and

if a Credit Limit is specified in the Particulars, then the Company shall not Use the Access Software once the Credit Limit for the specified period has been reached.

The Customer and the Users are entitled to Use the Product Information strictly as may be required for: (i) the Customer to train the Users to Access and Use Software; and (ii) for the Users to Access and Use Software.

The Customer acknowledges and agrees that Access Software will, at all times, be Installed on the Hardware of the Company. The Customer will not be entitled to Install the Access Software on Hardware that is in its possession or under its control.

The Licence granted in the Agreement may, depending on the Software in question, entitle the Customer to:

View and annotate maps;

Create files that enable the visualisation and annotation of maps;

Subject to other restrictions contained herein, publicly display Content on-line, in video and in print, provided that credit for the Content is properly attributed to the Customer;

Capture and validate addresses;

Capture field data;

Position mobile devices; and/or

Access third party content.

The Customer acknowledges that its Users are entitled to Use the Access Software for internal purposes only and in accordance with the General Terms. In amplification of the aforegoing, and without limiting the generality thereof, the Customer will not, and will not assist nor permit others to:

transfer to any other person or entity any of the rights to Use the Access Software;

sell, rent, sub-licence or lease the Access Software;

translate, Modify, create derivative works or adaptations based on the Access Software;

operate a service bureau or time-share service; or

reverse engineer, decompile, disassemble or otherwise attempt to discover the underlying ideas or algorithms of the Access Software.

The Company will not, and its not obliged, to provide any Source Code to the Customer and the Customer acknowledges and agrees that the Licence authorises the Use of a run-time version of the Access Software by the Users, which is Accessed via an on-line portal.

Artificial Intelligence and Machine Learning Systems. The Customer acknowledges that the Access Software, and the Company's Intellectual Property and Source Code therein, are of significant commercial value, and that the following provisions apply, in addition to and without limiting clauses 2.10 and 2.11, to any use of an AI System in connection with the Access Software, whether during an Evaluation Environment or a Production Environment:

Definitions. For the purposes of this clause 2.12, "AI System" means any artificial intelligence, machine learning, large language model, generative artificial intelligence, or other automated analytical or agentic system or service, whether accessed directly, via an application programming interface, browser extension, plug-in, agent, robotic process automation tool, or embedded within other software; "Public AI System" means any AI System other than a Permitted AI System, including any consumer-tier, free-tier, trial or open-access service, and any AI System whose terms permit its provider to retain, review or train upon submitted content; "Permitted AI System" means an AI System that the Company has approved in writing for use in a Production Environment and that operates under a written enterprise, commercial or zero-data-retention agreement excluding use of submitted content for model training, fine-tuning or product improvement, and that does not retain such content beyond the period reasonably necessary to return a response; "Evaluation Environment" means Access and Use of the Access Software by the Customer to trial, pilot, test, or otherwise evaluate the Access Software, or its suitability for integration with an AI System, prior to, and separately from, any Production Environment approved in writing by the Company; and "Production Environment" means Access and Use of the Access Software by the Customer in a live, operational or revenue-generating capacity, or otherwise beyond the scope of an Evaluation Environment, as recorded in the Particulars or a written variation of the Agreement signed by the Company.

During an Evaluation Environment, the Customer will not, and will procure that its Users, Representatives and Affiliated Sub-Licensees do not, connect, integrate or expose the Access Software, any account, session or credentials used to Access it, or any output obtained from it, to any AI System without the Company's prior written consent; for the avoidance of doubt, evaluating the Access Software for possible future integration with an AI System does not itself constitute such consent.

The Customer will not carry over, migrate, or otherwise extend any integration of the Access Software with an AI System from an Evaluation Environment into a Production Environment unless and until the Company has approved that integration in writing, which approval may be made subject to additional terms, including as to the specific AI System(s) permitted, applicable security requirements, and any increase in the Licence Fee.

Where the Company has approved integration of a Permitted AI System with the Access Software in a Production Environment under clause 2.12.3, the Customer may connect that Permitted AI System solely for the approved purpose, remains fully liable for such use as if performed by the Customer itself, and will ensure that no output of, or data obtained through, the Access Software is used to create, index or persist any vector store, embedding, retrieval corpus, cache or fine-tuned artefact that survives the earlier of completion of that purpose or termination of the Agreement.

Regardless of whether the Access Software is Accessed and Used in an Evaluation Environment or a Production Environment, the Customer will not, and will procure that its Users, Representatives and Affiliated Sub-Licensees do not: (i) input, upload, transmit or otherwise expose any output, screen capture, Source Code, or underlying data of the Access Software to a Public AI System; (ii) use any AI System, whether autonomous, agentic, or browser-based, to interact with, automate, or scrape the Access Software or any portal through which it is Accessed, other than through the interface and instructions provided by the Company; or (iii) use any AI System to replicate, reverse engineer or otherwise discover the underlying ideas, Source Code or algorithms of the Access Software, whether or not the output is claimed to be non-identifying, aggregated or anonymised, save with the Company's prior written consent.

The Customer will notify the Company in writing within 24 (twenty-four) hours of becoming aware of any disclosure of Access Software output or data to a Public AI System or any other breach of this clause 2.12, and acknowledges that such a breach may cause the Company irreparable harm for which damages would be an inadequate remedy, entitling the Company to seek urgent interdictory relief without the need to prove actual loss. This clause 2.12 will survive the termination or expiry of the Agreement.

DELIVERY

The Access Software will be deemed to be delivered by the Company for Use by the Customer by communication of a domain name or IP address or a transmission of a link to an internet portal, through which the Access Software can be Accessed by the Users.

User Licences

The Licence is granted in relation to a number of Users. User licenses will not be shared or used by more than one User.

The Customer will be entitled to nominate the Users, and User licences may be re-assigned by the Customer from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer require access and/or Use of the Access Software, provided that the total number of Users does not exceed the number specified in the Particulars.

The Customer will ensure that the Users provide accurate, current and complete information as may be prompted by the Company in the registration of its Users.

The Customer will ensure that Users maintain the confidentiality and security of any passwords and login credentials used to register as a User or to access and Use the Access Software and accepts liability and responsibility for all activities that occur and information that is input using the passwords and login credentials of its Users.

The Company will not be liable for any damage or loss that the Customer may incur as a result of an unauthorised person using a User's password or login credentials, either with or without the Customer's knowledge.

The Customer is responsible and liable for all the actions of its Users and will ensure that the Users abide by the terms and conditions of the Agreement and by all applicable laws and regulation relating to the access and/or use of the Access Software.

The Customer will notify the Company immediately of any unauthorized access and/or use of the Access Software or any other known or suspected breach of security.

SubLicensing

The Customer may not cede, assign and/or delegate any or all of its rights and obligations (including liabilities) under the Agreement to any person, except as is expressly provided for in this clause 5.

The Customer is only entitled to sublicense all or part of the rights granted to it in clause 2 to the Affiliated Sub-Licensees, which are specifically listed in the Particulars and in this event, the Customer will be responsible for the acts or defaults of any such Affiliated Sub-Licensees and their Representatives, as if they were the acts or defaults of the Customer.

In the event that the Customer sublicenses an Affiliated Sub-Licensee under the Licence, the Customer will ensure that the Affiliated Sub-Licensee it sublicenses performs the Customer's obligations in terms of the Agreement as if it were the Customer, including the payment of the Licence Fee.

The Customer will enforce its rights against any Affiliated Sub-Licensees sublicensed under the Licence, in favour of the Company and, to the extent that the Customer fails, refuses, is unwilling and/or enable to do so, it undertakes to cede, assign, transfer and make over to and in favour of the Company or its successors-in-title, all such right, title or interest it might have under such sublicence with such Affiliated Sub-Licensee, and which the Company could reasonably require to enforce such right against such Affiliated Sub-Licensee.

Support and maintenance

The Company's obligation to provide support in relation to the Access Software may be set out in a Service Level Agreement. If the Parties execute a Service Level Agreement then the terms and conditions contained therein will apply in relation to the support and maintenance of the Access Software.

If the Parties do not execute a Service Level Agreement, the Company's obligation in relation to the support and maintenance of the Access Software will be as set out in the General Terms.

The Company will not be obliged to provide Support in relation to faults arising for any of the following reasons: -

the use/accessing of the Access Software on Hardware other than Hardware indicated by the Company as being appropriate therefor;

any defect or error in any software other than the Access Software or the failure of the Access Software to function through the introduction of a Destructive Element;

the use of the Access Software for a purpose other than that for which it was designed; or

failures of the operating systems running on the Hardware through which the Access Software is Used.

The Support does not include the provision of any of the following:

migration or transfer of information to and from a storage mechanism accessible by the Customer using the Access Software or other software; or

prolonged investigation into errors caused by incorrect use of the Access Software by the Customer.

warranty against destructive elements in ACCESS software

Whilst not warranting that the Access Software will be error free, the Company warrants that the Access Software Accessed by the Customer will, save as set out in the Agreement: (i) be free of any known viruses, time blocks or Destructive Elements; and (ii) use its reasonable efforts to ensure that the Access Software will not contain any other viruses, time blocks or Destructive Elements.

This warranty shall not apply to the extent that:

the Access Software is not Used materially in accordance with the Company's instructions; or

any item of the Access Software has been altered, Modified or converted by the Customer without the prior written approval of the Company.

Licence Fee and PAYMENTS

In consideration for the licence granted to it in clause 2.1, the Customer will pay to the Company the Licence Fee as stipulated in the Particulars.

Where the Licence Fee is payable on a monthly, quarterly or annual basis, it will be paid by the Customer to the Company in advance, before the 5th day of that period.

Payment of the Licence Fee will be made in cash, in South African Rand, free of exchange, without deduction or demand and by electronic transfer to a bank account nominated by the Company.

The Company will be entitled to increase the Licence Fee, provided that:

The Company will not increase the Licence Fee on more than one occasion per calendar year and on such occasion, the Company will not increase the Licence Fee by more than 15%; and

The Company will give the Customer not less than 30 (thirty) days' prior written notice of such increase.

Where the Company has provided the Customer with Access and Use of the Access Software free of any charge to the Customer (i.e. where the Licence Fee is nil), the Company will be entitled, in its discretion, to revoke the licence so granted, without providing any notice of termination to the Customer.

The Company reserves the right to suspend Access and Use of the Access Software by the Customer in the event that the Customer has not paid any Licence Fee or instalment of the Licence Fee by its due date.

All amounts which the Customer is required to pay to the Company in terms of the Agreement and which are not paid on due date will bear interest at Prime from the due date until the actual date on which payment is received by the Company.

The said interest will be calculated monthly in arrears of the due date of payment and will be compounded monthly.

The Company's right to charge interest on outstanding amounts will not detract from any other rights that the Company may have in terms of the Agreement.

company's use of customer information

The Customer acknowledges and agrees that the Company may collect and use information pertaining to the Customer, including but not limited to technical information about the Customer's Hardware and information gleaned from the Customer's Use of the Software, to conduct the Company's business, including the analysis of usage patterns and the extraction of aggregated information to facilitate the provision of Updates and to provide Support and other services to the Customer. The Company will use and disclose such information in an aggregated form or in a manner that does not identify the Customer.

Network charges

The Customer acknowledges that Use of the Software requires a telecommunications network and that a third party telecommunications provider may levy a fee based on the services it renders, which could include fees for data transmission, SMS, MMS, bandwidth and/or air time utilised when Accessing or Using the Software (collectively, the ''Network Charges").

The Licence Fee levied by the Company in respect of the Access and Use of the Software is not inclusive of any such Network Charges. The Customer is liable directly to the telecommunications provider for any such Network Charges, and expressly waives any possible claim against the Company for payment of Network Charges incurred.

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disclaimer of warranties

The Customer acknowledges that location or navigational information provided by the Company is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location information may lead to death, personal injury, property or environmental damage.

The Access Software, and any services provided by the Company pertaining to, or based on, or accessed through the Access Software is licensed to the Customer on an "as is" basis, without warranty of any kind, whether express or implied.

All conditions, representations, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Access Software are expressly excluded to the extent permissible by law.

The Company expressly disclaims and waives all warranties regarding or relating to the Access Software, including: all warranties of merchantability, fitness for a particular purpose, performance and non-infringement of third party Intellectual Property.

The Company does not warrant and specifically disclaims any representations that:

the Access Software will meet the Customer's or any User's requirements or that the operation of the Access Software or its Use will be uninterrupted or error-free;

the Access Software will remain current and operational for any period of time;

the Access Software will remain usable and not be rendered obsolete, for any period of time;

the Access Software will operate correctly or be functional in the environment in which the Customer intends to Use it or in conjunction with the other software with which the Customer intends to Use it; or

the safety, accuracy or reliability of any navigated routes or destinations contained in, proposed or recommended by, the Access Software.

The Customer's sole remedy, in the event that: (i) the Access Software fails to perform in accordance with the Specifications; or (ii) any defects or errors in the Access Software become apparent, will be to demand that the Company remedy such non-performance/fault. In order to comply with its obligations in terms of this clause 11.6, the Customer will provide all reasonable information to the Company, for this purpose.

The Customer acknowledges and agrees that the Access Software is designed for and intended to be Accessed and Used with Hardware that meets a particular specification. The Customer is responsible for ensuring that the Hardware with which the Access Software is Accessed and Used, conforms in all respects with the specifications therefor, as indicated by the Company. The Company will not be obliged to provide the Support, nor be obliged to rectify any non-performance or failure of the Access Software, where such the Hardware, does not conform to such specifications.

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LIABILITY

IN NO EVENT SHALL THE COMPANY OR ITS REPRESENTATIVES BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY OTHER TORT CLAIMS) ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE SOFTWARE (BUT EXCLUDING ANY SUCH LOSSES RELATING TO THE COMPANY'S FRAUD, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.

Without derogating from the generality of the aforegoing, the Customer will have no liability to the Customer or a third party with respect to loss of goodwill, profit or business or for any special, indirect or consequential loss or damage, whether in delict or in contract, even if it has been advised of the possibility of such damages.

To the extent that the Company's liability cannot be disclaimed in law, the Company's aggregate liability for Losses of the Customer, for any reason and upon any cause of action, will be limited to 50% (fifty per cent) of the aggregate Licence Fees received by the Company.

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