

LEGAL INTERACT STANDARD TERMS AND CONDITIONS

SOFTWARE LICENCE AGREEMENT – MONTHLY RENTAL

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- 1.1.1 “Agreement” means this agreement, and any schedules hereto, as amended from time to time;
- 1.1.2 “Day” means each business day, excluding Saturdays, Sundays, and South African public holidays;
- 1.1.3 “Current Release” means the most recent Release of the Software;
- 1.1.4 “Customization” means customizing, adapting, or changing the Software interface or merging the Software with other programs within the existing functionality, but excludes Enhancements;
- 1.1.5 “Deliverable” means delivery of the Installation;
- 1.1.6 “Disabling Event” means: Customizations, Enhancements or Working Solutions made by persons not authorized by Legal Interact ; Use of the Software other than for the purpose provided in the Software Documentation; Use of the Software other than with the hardware or software recommended by Legal Interact ; Use of a version of the Software that is not the Current Release supplied to Licensee. Failure by Licensee to implement reasonable recommendations or solutions issued by Legal Interact within a reasonable period; Faults caused or exacerbated by hardware and/or software used in conjunction with the Software and not supplied by Legal Interact Gauteng ; Or use of the Software with software or hardware that Legal Interact has notified Licensee is incompatible with the Software;
- 1.1.7 “Effective Date” means the date of commencement of the Installation, notwithstanding date of signature hereto, or such other date as agreed between the Parties in writing;
- 1.1.8 “Effective Month” means the month of the Effective Date;
- 1.1.9 “Enhancements” means significant changes resulting in the addition of a new feature or capability to the Software, and changes that permit use of the Software on hardware or with software other than that for which the Software was initially designed;
- 1.1.10 “Fault” means the Software fails to substantially conform to the Specified Functionality, excluding any divergence that is: trivial, cosmetic, or has no material impact upon Use of the Software;
- 1.1.11 “Hardware” means any computer equipment or other goods required for use with the Software, or any device or computer on which Software may be installed;
- 1.1.12 “Installation” means the services performed by Legal Interact to install the Software for Use by Licensee as specified in the Project Plan;
- 1.1.13 “Legal Interact” means Legal Interact Gauteng Distribution (Pty) Ltd;
- 1.1.14 “License” means the License as specified in clause 2 below;
- 1.1.15 “Licensee” means the client listed on page 4 of the Sales Proposal or the party making lawful use of products and services.
- 1.1.16 “Media” means the media on which the Software and Software Documentation are recorded or printed as provided by Legal Interact ;
- 1.1.17 “Number of Licenses” means the number of Software Licenses acquired by Licensee as specified in Schedule 2.1;
- 1.1.18 “Party/ies” means the parties hereto, individually, or collectively;
- 1.1.19 “Project Plan” means any document describing, inter alia and as applicable: Licensee’s requirements; The Parties’ respective resources dedicated to facilitating the Software development and Installation and their roles; The relevant phases; The implementation timeframe;
- 1.1.20 “Release” means a new version of the Software released by Legal Interact from time to time; And acceptance testing procedures;
- 1.1.21 “Rental” means the aggregate monthly fee payable by Licensee to Legal Interact pursuant to 3.1 below;
- 1.1.22 “Software” means the software modules developed at the instance of and owned by Legal Interact, and licensed to Licensee as specified herein;
- 1.1.23 “Software Documentation” means any operating manuals, user instructions, or other documents for aiding in the use of the Software;
- 1.1.24 “Specified Functionality” means the functions of the Software described in: in the case of Software, the Software Documentation; In the case of Customizations or Enhancements, any functional specification document; The Project Plan; Or in such other document, as applicable, including Legal Interact proposal/quotation and any applicable design documentation. In the event of inconsistency, the later dated document will apply.

- 1.1.25 “Support” means the Software support services as set out in Legal Interact Support Service Level Agreement, as applicable;
- 1.1.26 “Standard Hours” means 08h00 to 16h30 on each business Day;
- 1.1.27 “System Administrator/s” means the person/s appointed by Licensee to: administer the Software; Provide first level support to Licensee’s users; Liaise with Legal Interact ; And where relevant, train the users;
- 1.1.28 “Upgrade Fee” means the fee charged by Legal Interact for the supply of a new Release;
- 1.1.29 “Use” means: loading, running, or displaying the Software; Possessing and/or using the Software Documentation; Using and/or accessing the Software; Or storing the Software for such purpose;
- 1.1.30 “Working Solution” means the provision of, as applicable, an incremental enhancement or error fix to the Software, or a change allowing the Software to Meet the Specified Functionality without necessarily eliminating a Fault.
- 1.2 Words not defined herein but having a commonly understood meaning in the Information Technology sector will be interpreted as having that meaning.
- 1.3 Words signifying the singular include the plural and vice versa, any one gender includes the other gender, and natural persons include juristic persons.
- 1.4 Any rule of construction that an agreement be interpreted against the party responsible for preparing the agreement will not apply.
- 1.5 In the case of inconsistency between this Agreement and any other document, this Agreement will prevail to the extent of such inconsistency.
- 2 GRANT OF LICENSE
Legal Interact grants Licensee a nonexclusive, non-transferable License to Use the Software from the Effective Date, limited to the number of Licenses specified in Schedule 2.1.
- 3 RENTAL AND EXPENSES
- 3.1 Rental
- 3.1.1 The Rental documented in Schedule 2.2 will be payable by Licensee to Legal Interact monthly in advance, on or before the first day of each month, except for the first month’s payment, which will be due and payable within 5 (five) Days from the Effective Date. Where the Effective Date is not the first day of a month, the Rental for such first month will be prorated accordingly.
- 3.1.2 The once off costs will be charged on completion of each of the chargeable milestone activities. The software rental will be effective on the successful installation of the program commencing on the 1st of the month in advance prior to project sign-off as discussed and agreed between both parties.
- 3.1.3 The Rental is payable in respect of and limited to Licensee’s right to Use the Software and excludes the cost of Installation, Training, Customization, Enhancement, Support, or other services unless otherwise agreed or the contrary is specified in Schedules 2.2 hereto.
- 3.1.4 The Rental will increase annually in an amount equal to the higher of 10% or CPI+3% (consumer price index plus three percent) with effect from the anniversary of the 1st day of the Effective Month.
- 3.1.5 If Licensee’s system configuration changes for any reason, including an Enhancement, Legal Interact will have the right to increase the Rental pro rata.
- 3.1.6 Unless otherwise agreed between the Parties in writing, the Rental will be paid by Licensee to Legal Interact per debit order into the Legal Interact’s bank account as notified by the Legal Interact in writing from time to time. Legal Interact’s acceptance of a cheque constitutes an indulgence and Licensee will be liable in the amount of R500.00 for each cheque or debit order that is dishonoured or cancelled for whatever reason.
- 3.2 General
- 3.2.1 The Rental will be paid pursuant to 3.1. All other payments due by Licensee in respect of, inter alia, Upgrade Fees, Installation, Training, Customization, Enhancements, or other services will be payable within 14 (fourteen) days from date of invoice. The parties record and agree that the License Fee will be payable irrespective of whether the Licensee utilises the goods and services and even if prevented from so utilising the License through events such as Force Majeure including but not limited to any events beyond either party’s control, act of state or government or other authority, epidemic, pandemic and the like.
- 3.2.2 Licensee will reimburse Legal Interact for: costs of parking at and travelling to and from any Licensee site; and all travelling, accommodation, subsistence, and telephone expenses that Legal Interact incurs in carrying out Support, Installation or other services.
- 3.2.3 All amounts exclude VAT, and will be paid in ZAR, without deduction, and free of any bank charges or exchange.
- 3.2.4 A certificate signed by any director of Legal Interact (whose appointment it will not be necessary to prove) will constitute prima facie proof of any amount due and payable by Licensee to Legal Interact Ltd for all purposes, including any legal proceedings.
- 3.2.5 Outstanding amounts will bear interest at the rate of 2% (two percent) per month.
- 3.2.6 Legal Interact will be entitled to suspend the operation of the Software, Support, and all other services should any amount due by Licensee be outstanding, until such time as full payment has been made. Such suspension will not

constitute a breach hereof.

4 TERMS AND TERMINATION

4.1 Term

4.1.1 The Licensee's rights to the Licenses and Support will commence on the Effective Date (Being the date of signature) and continue for 12 (twelve) months or such other period as agreed in Schedule 2.1 ("Initial Period").

4.1.2 On expiry of the Initial Period, or any Subsequent Period, and provided the Agreement has not been terminated, this Agreement will automatically renew for another 12 months, unless terminated by either party on written notice to the other no less than 1(One) calendar month prior to the expiry of the Initial or Subsequent Period. No notice to cancel may be given during the initial 12-month period, same being fixed.

4.1.3 If Legal Interact cannot perform an adequate reference check on the licensee, then the equivalent of three months rental will be needed to be paid upfront.

4.1.4 If the licensee delays the installation for a period longer than three months from the effective date (being the date of signature) the licensee will be liable for the monthly rental even though the installation has not taken place yet.

4.2 Termination

4.2.1 This Agreement may be terminated by Legal Interact with immediate effect if Licensee:

4.2.1.1 Does or causes any of the Contraventions to be done, or breaches 11 below; or

4.2.1.2 Fails to pay the Rental on due date despite having received notice to do so.

4.2.2 This Agreement may be terminated by either party if:

4.2.2.1 In terms of clause 16, the other commits a material breach hereof.

4.2.2.2 The other commits an act that would, if it were a natural person, be an act of insolvency;

4.2.2.3 The other is placed into liquidation, business rescue, administration or under judicial management, whether provisionally or finally;

4.2.2.4 The other makes an assignment for the benefit of or enters into a compromise with any of its creditors.

4.2.2.5 A business rescue practitioner, judicial manager, administrator, curator, or trustee is appointed to the other Party, whether provisionally or finally;

4.2.2.6 The other is deregistered, dissolved, or ceases to carry on business; or

4.2.3 Clauses 11, 15, 17, 18, 19, and any other clause that impliedly survives termination, will survive termination hereof.

4.2.4 Licensee must, within 3 (three) Days of termination hereof: cease using (within its defined and ordinary meaning) the Software and Software Documentation; Destroy all Media and backup copies under its control; and ensure the Software is erased from all Hardware under its control

5 CONTRAVENTIONS

Licensee will not, without Legal Interact's written consent, do or cause to be done, attempt, or permit any third party to do any of the following acts ("Contraventions"):

5.1 customize, modify, merge, or combine the whole or any part of the Software with any other software, documentation, or data;

5.2 assign, distribute, pledge, transfer, sell, lease or otherwise deal in, dispose of or encumber the Software or the Software Documentation;

5.3 Use the Software or Software Documentation on another person's behalf;

5.4 take steps to reverse engineer, decompile, disassemble, or otherwise derive source codes or techniques for the Software;

5.5 permit any third person to have access to the Software or Software Documentation or to a copy thereof;

5.6 create a derivative work or otherwise modify the Software or any portion thereof;

5.7 Enhance the Software, or any part, provided the intellectual property rights to any improvements or Enhancements to the Software in contravention hereof will nevertheless vest in Legal Interact ;

5.8 infringe the intellectual property rights of Legal Interact in the Software and/or Software Documentation;

5.9 Use the Software to develop similar systems, or for any purpose other than contemplated herein; or

5.10 Circumvent any anti copying or protection measures in the Software.

6 PROJECT PLAN

6.1 Licensee will set out its requirements for Installation in the Project Plan, as agreed by Legal Interact.

6.2 Licensee will appoint and make available resources to, inter alia: liaise with Legal Interact ; Assist in compiling the Project Plan; Test the Software; Approve Deliverables; And otherwise assist in the development, Installation and Use of the Software, including Customizations and Enhancements thereto. Such resources will have sufficient knowledge and experience to carry out such obligations, be reasonably available, and have sufficient authority to make decisions.

6.3 Legal Interact will install the Software pursuant to the Project Plan.

7 CUSTOMISATION AND ENHANCEMENT

7.1.1 Should Licensee require Customization or Enhancement, Licensee will provide Legal Interact with a change request

outlining the nature and scope of the change required.

7.1.2 If Legal Interact agrees, in writing, to the request, it will provide an estimate of its fees therefor. Upon the Parties' written agreement, such fee may be amortized over the remaining period hereof and added to the Rental, whereupon Schedule 2.2 will be amended accordingly. Failing written agreement, such fee will be payable pursuant to 3.2.1 above.

7.1.3 The parties will jointly: develop a Project Plan outlining the Deliverables and delivery dates of the Customization / Enhancement; Prepare a specification document detailing the Deliverables; And agree on the costing. Legal Interact will thereafter carry out the changes as agreed.

7.1.4 Any Customization / Enhancement will become part of the Software and subject to all the terms hereof.

7.1.5 Legal Interact may, in its discretion, incorporate Enhancements into the Software provided the Enhancements will not adversely affect the functionality.

8 BACKUP COPIES

8.1 Except for 9.2 below, Licensee will not make copies of the Software, Software Documentation, or any part thereof.

8.2 Licensee is entitled to make 1 (one) backup copy of the Software and Software Documentation for business continuity purposes, which copy/ies may only be used if the Software is rendered inoperable and will be securely stored at the Licensee's head office address or such other site as agreed in writing. Licensee will not at any stage, for whatever reason, have any right to the Software source code.

8.3 Licensee will: reproduce all copyright and trademark notices on each copy of the Software and Software Documentation; Maintain an up-to-date record of the number of such copies and their location; and upon request produce such record to Legal Interact.

9 TRAINING

9.1 Licensee will ensure its System Administrator and all users undergo suitable training for the correct Use of the Software and Hardware.

9.2 Legal Interact may, at its discretion, provide training, subject to Licensee paying Legal Interact therefore as reflected in Schedule 2.2, or otherwise at Legal Interact's standard schedule of charges.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Licensee acknowledges and agrees that all intellectual property rights in the Software and Software Documentation, and in Customizations and Enhancements to the Software, will remain Legal Interact's property. Licensee will not acquire or be entitled to any right or interest therein, or in any way dispute Legal Interact's ownership thereof.

10.2 Any copyright, trademarks and other rights belonging to Legal Interact may only be used by Licensee with Legal Interact's written consent.

10.3 If Licensee breaches this clause 10, or in any way detracts from Legal Interact's rights in the Software, Licensee will be liable to Legal Interact for all and any damages suffered by Legal Interact, without limitation.

11 SUPPORT

11.1 Legal Interact will provide Support as outlined in Legal Interact's Software Support Agreement, as applicable.

11.2 Any Support rendered that is related to the software will be included in the monthly rental that is payable as per schedule 2.2, all other support will be charged pursuant to Legal Interact's standard schedule of charges, unless the Parties have agreed to the payment of a retainer fee for Support.

11.3 If it transpires that the root cause of a fault (in its ordinary meaning) was not due to a Fault, Legal Interact will be entitled to levy a charge on Licensee for the Support pursuant to Legal Interact's standard schedule of charges.

12 WARRANTIES

12.1 Functionality

12.1.1 Legal Interact will offer a five-business day "cooling off" period whereby a full refund is applicable within the 5 day period and in addition warrant the Software will, for a period of 3 (three) months after the Effective Date, substantially conform to the Specified Functionality, meaning there is no material divergence from the Specified Functionality, and excluding divergences that do not materially impact on the Use. Failure of the Software to so conform, will require Legal Interact, at its discretion, to either: repair the Software by providing a Working Solution; or replace the Software.

12.1.2 The warranty in 12.1.1 above will not apply if the lack of Specified Functionality was caused by:

12.1.2.1 An act of God as detailed in 17 below;

12.1.2.2 A Disabling Event or Contravention;

12.1.2.3 Misuse, neglect, improper installation, or repair or alteration of the Software by Licensee or a third person;

12.1.2.4 Defects in the Hardware;

12.1.2.5 Errors in third party software; Or

12.1.2.6 Changes required by Licensee to the Specified Functionality

12.2 Viruses and Locks

12.2.1 Legal Interact warrants the Software will be free of viruses as at the Effective Date. Licensee will be responsible for

ensuring the Software is free of viruses after the Effective Date.

- 12.2.2 Should the Software contain a virus at or before the Effective Date, Legal Interact will do everything reasonably possible to clean the virus, failing which Legal Interact will replace the affected Software. The Licensee shall have no other claims arising here from.
- 12.2.3 The Software may contain a “lock” that allows Legal Interact to disable the Software, which lock will not be viewed as a virus or Fault. Legal Interact will be entitled to activate the lock if: the Agreement is terminated; or any Rental or fees due by Licensee remain outstanding.
- 12.3 GENERAL
- 12.3.1 Licensee warrants it has the requisite licenses to use such other software or data that it requires in conjunction with the Software.
- 12.3.2 Licensee warrants that it has not provided any false, misleading, or inaccurate information to Legal Interact.
- 12.3.3 Legal Interact does not warrant: that the Software will be fit for the purpose for which it is intended, notwithstanding that the intended use is known to Legal Interact ; that the Software is error free; that Licensee’s use thereof will be uninterrupted; or the results of Use will be as expected subjectively by the Licensee.
- 12.3.4 Licensee’s sole remedy in the event of a breach of 12.1 or 12.2 above will be limited to the replacement or correction of the nonconforming component, at Legal Interact’s discretion and expense.

13 HARDWARE

- 13.1 Any equipment, electrical requirements, cabling or other infrastructure or Hardware required for successful Installation will be supplied by Licensee, at Licensee’s expense, and in place before the Effective Date. Legal Interact will not be responsible for any damages caused from any such installation or supply.
- 13.2 Licensee will be liable for the replacement of goods loaned to Licensee and not returned in good order within 40 (forty) Days of delivery.

14 CONFIDENTIALITY

- 14.1 “Confidential Information” means, without limitation: any technical, financial, marketing, product, or business information; Trade secrets; Business activities, practices, or processes; Designs, trademarks or logos; The Software, Software Documentation and any Faults; And any information that is not publicly available to the disclosing Party’s competitors, being information acquired by either Party from the other Party before or during this Agreement, whether formally Designated as confidential or not.
- 14.2 Both Parties are restrained from, and undertake in favour of the other that it will not, without the prior written consent of such other Party:
 - 14.2.1 Disclose the other Party’s Confidential Information to any other person. Provided that it will be entitled to disclose Confidential Information to those of its staff who need to know the Confidential Information for the purpose of performing that Party’s obligations hereunder and who are under a similar confidentiality obligation; Or
 - 14.2.2 Use or copy the other Party’s Confidential Information for any purposes other than to perform its obligations hereunder.
- 14.3 This clause will not apply to information that is: trivial or obvious; already in the possession of a Party otherwise than because of disclosure by the disclosing Party to such Party; or in the public domain for reasons other than a breach hereof.

15 BREACH

If either Party breaches a material term hereof and fails to remedy such breach within 10 (ten) Days of receipt of written notice requiring it to do so then the aggrieved Party will be entitled, without notice and in addition to any other remedies available to it, to cancel this Agreement or to claim specific performance, in either event without prejudice to the aggrieved Party’s right to claim damages.

16 EXCLUSION AND LIMITATION OF LIABILITY

- 16.1 Legal Interact will not be liable for any loss, damage, cost or claims whether direct, consequential, or special damages regardless of cause, including without limitation, damages caused by loss of data, loss of profits, lost opportunity costs or loss of anticipated savings, or resulting in expenses or wasted staff time.
- 16.2 Licensee’s sole remedy for any breach or failure by Legal Interact or for any direct damages from any cause whatsoever attributable to Legal Interact, will be for Legal Interact to use commercially reasonable efforts to remedy the breach and nothing more.
- 16.3 Legal Interact will not be liable for Customizations or Enhancements made by Licensee or any other person, or for any damages suffered by Licensee because of the way data, whether processed by the Software or not, is transmitted or stored
- 16.4 Legal Interact will not be liable for, inter alia, the supply of accessories, internet access, website development, network, and cabling. Licensee remains responsible for liaising with a provider of its choice for the supply of same and will be liable for all associated charges.
- 16.5 It is Licensee’s responsibility to perform backups of its data and take preventative measures against viruses and unauthorized access. Legal Interact will not be liable for any loss, damage or claims caused by any loss of data,

- viruses, or unauthorized access to information.
- 16.6 If the full solution required by Licensee comprises services rendered by third persons, the identity of whom is known to Licensee, any claim Licensee may have shall fall only against such third person and not against Legal Interact.
- 17 FORCE MAJEURE
- 17.1 Neither Party will be liable to the other if performance is not possible due to events beyond its reasonable control, or an act of God, which includes without limitation: acts of Government; Civil or military authority; Acts of public enemy; war; riots; Civil disturbances; accidents; fires; explosions; earthquakes; floods; lightening; strikes; Labour disputes; Shortages of suitable parts, materials, or labour; Delay or halt in a subcontractor's supply; Magnetic interference; Interruptions of electrical power or other utility services including but not limited to telephony and data services; viruses; hacking; Unavailability of power and/or standby power; Backbone or network error, Pandemics, Epidemics, and any other event beyond the control of either party.
- 17.2 If an act of God or other event beyond the reasonable control of either Party continues for a continuous period of 120 (one hundred and twenty) Days or more, either Party may terminate this Agreement in writing.
- 18 NOTICES
- 18.1 Any notice under this Agreement will be delivered to the address of the Parties as set out in writing, being the address at which each Party agrees to receive all notices, or as amended on written notification to the other Party.
- 18.2 Any notice will be deemed to have been received: if delivered by hand, on the date of delivery; If sent by prepaid Registered post, on the 7th (seventh) Day after the date of posting; If sent by fax or email, on the 1st (first) Day following the date of dispatch
- 18.3 If a notice is received by a Party, adequate notice will have been given, even though it was not delivered as described above.
- 19 GENERAL
- 19.1 Licensee will allow Legal Interact, on 2 (two) Days prior written notice, access to its premises to audit Licensee's compliance herewith.
- 19.2 Neither Party will, without the other's consent, either during, or within 1 (one) year after termination hereof, employ or solicit for employment any employee of the other Party.
- 19.3 Licensee will not assign, cede, or delegate any of its rights or obligations hereunder or any part thereof, or attempt to do so, without Legal Interact's prior written consent. Legal Interact may assign its rights and obligations on 2 (two) months prior written notice to Licensee.
- 19.4 This Agreement is not one of partnership or joint venture, and neither Party is authorized to act on behalf of the other or to bind the other party's credit.
- 19.5 If any provision of the Agreement is invalid or unenforceable, such provision will be amended, if possible, to give effect thereto, and failing that, deleted. In neither instance will the remaining provisions be affected, which provisions will be upheld and shall remain of full force and effect.
- 19.6 No indulgence will be construed as a waiver of or otherwise affect any rights in terms hereof or prevent a party from enforcing strict compliance herewith.
- 19.7 No promise, undertaking, representation or warranty not included in this Agreement will be of any effect or binding on the parties.
- 19.8 This Agreement replaces and supersedes all previous agreements (if any) between Legal Interact and Licensee in connection with the Software and constitutes the whole and only agreement between the Parties relating to the subject matter in question.
- 19.9 No amendment, variation or cancellation hereof will be binding unless in writing and signed by both Parties.
- 19.10 A Debit Order instruction is to be signed and completed. The amount shown in schedule 2.2 of the proposal ("fees") is in addition to any amounts you are currently paying.
- 19.11 Internet Access is required throughout the installation to facilitate remote maintenance and application updates. If there is no Internet access and a site visit is required to rectify a problem which ordinarily would be done remotely then the call out will be charged at our current rate.
- 19.12 A fully functional antivirus policy must be installed and applied. If despite our recommendation a Licensee does not install antivirus software and a virus problem is experienced, any call outs which result therefore are expressly omitted from any Maintenance Contracts and will be charged for.
- 19.13 In the event of any default by the Licensee of any provision of this agreement, the Licensee hereby consents and authorizes Legal Interact to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor or bad payer, it is also agreed that Legal Interact may use any means to verify the information contained in this document.