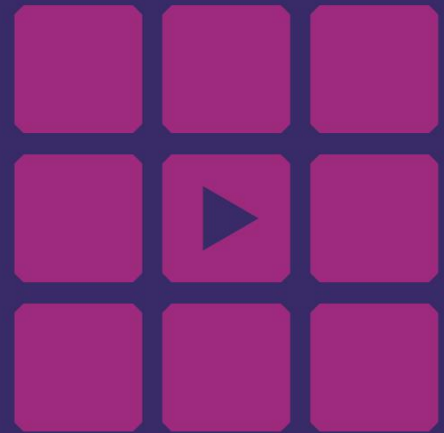


SYSPRO App Store End User License Agreement (EULA)

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Part A: SYSPRO App Store

1. Introduction

- 1.1. The SYSPRO App Store is a website that allows developers (“**Publishers**”) that have developed software products (“**Applications**”), which require SYSPRO’s ERP and e.net software products (“**SYSPRO Software**”) to operate or which interface with SYSPRO Software or which operate in conjunction with SYSPRO Software, to distribute the Applications to customers who have a current license to use SYSPRO Software.
- 1.2. Your use of the SYSPRO App Store is governed by the provisions of this Agreement. In order to use the SYSPRO App Store and the Applications, you agree to be bound by this Agreement and any amendments that SYSPRO may effect to this Agreement from time to time.
- 1.3. You need to have a current license to use SYSPRO Software in order to be able to establish an account (“**Account**”) on this site, to conduct transactions via the SYSPRO App Store and to download and use the Applications.
- 1.4. SYSPRO reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the SYSPRO App Store. In the event of any such changes being material in nature, SYSPRO will provide you with written notice to the most recent address or email address provided by you, and SYSPRO may provide notice to you of any other changes by posting the revised version of the Agreement on the SYSPRO App Store. Changes to this Agreement to reflect business practices or legal requirements, or changes in legal requirements, shall become effective as of the date that SYSPRO provides notice of such changes to you. All other changes to this Agreement shall become effective 30 (thirty) days after the date that SYSPRO provides notice of such changes to you. Your continued use of the SYSPRO App Store will be deemed acceptance of such changes.

2. Type of Applications

2.1. Through the SYSPRO App Store you will have access to:

2.1.1. SYSPRO Applications – Applications that have been developed by SYSPRO and which are licensed to you by SYSPRO; and

2.1.2. Third Party Applications – Applications that have been developed, and are licensed to you, by a third party developer (“**Third Party Publisher**”).

The publisher of a particular Application will be identified on the SYSPRO App Store.

2.2. The Applications are divided into three categories, namely:

2.2.1. Applications that you can download for free and which can be used by an unlimited number of your Users (“**Free Applications**”);

2.2.2. Applications that you can download after paying a once-off license fee to the publisher and which can be used (i) by those of your Users who are licensed to use SYSPRO Software, or (ii) an unlimited number of your Users (“**Once-Off Fee Applications**”); and

2.2.3. Applications that you can download after paying an initial license fee to the publisher and which can only be used by those of your Users who are licensed to use SYSPRO Software. In order to continue using such Applications, you will be required to pay ongoing annual license fees to the publisher (“**Full Fee Applications**”).

For purposes of this Agreement a “**User**” means a person, being your employee or a person under contract to you, who is authorized to access and use the Applications at any one time. The category of a particular Application and the number of Users who can use the Application will be identified on the SYSPRO App Store.





3. Legal Relationships in Respect of the Applications


- 3.1. You acknowledge that the license to each SYSPRO Application that you obtain through the SYSPRO App Store is a binding Agreement between you and SYSPRO governing your use of the SYSPRO Application.
- 3.2. You acknowledge that the license to each third party Application that you obtain through the SYSPRO App Store is a binding Agreement between you and the Third Party Publisher governing your use of that third party Application. SYSPRO is not a party to the license between you and the Third Party Publisher with respect to the third party Application. The publisher of each third party Application is solely responsible for that third party Application, the content therein, any warranties to the extent that such warranties have not been disclaimed and any claims that you or any party may have relating to that third party Application.
- 3.3. You acknowledge and agree that SYSPRO is a third party beneficiary of the end User license Agreement contained in this Agreement ("**EULA**") or the Publisher's end User license Agreement ("**Publisher's EULA**"), as the case may be, for each third party Application. You also agree that, upon your acceptance of the terms and conditions of the license to any such third party Application, SYSPRO will have the right, but not the obligation, (and will be deemed to have accepted the right) to enforce such license against you as a third party beneficiary thereof.

4. Your Use of the SYSPRO App Store

- 4.1. You agree to use the SYSPRO App Store in accordance with, and that you will comply in all respects with, the provisions of this Agreement.
- 4.2. Before you can conduct a transaction on the SYSPRO App Store, you will be required to register with the SYSPRO App Store at which stage an account will be opened in your name. All of the transactions that you conduct on the SYSPRO App Store will be conducted via your account.
- 4.3. You agree to provide accurate and complete information when you register with, and as you use, the SYSPRO App Store ("**Registration Data**"), and you agree to update your registration data to keep it accurate and complete. You agree that SYSPRO may store and use the registration data you provide for use in maintaining, and invoicing fees to, your account, advising you of changes to this Agreement and providing you with information in respect of the SYSPRO App Store and the Applications that you are licensed to use.
- 4.4. You should not reveal your account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through your account and you agree to immediately notify SYSPRO via the SYSPRO App Store, of any security breach of your account. SYSPRO shall not be responsible for any losses arising out of the unauthorized use of your account.
- 4.5. You shall not access or attempt to access an account that you are not authorized to access.
- 4.6. You will be responsible for the information technology infrastructure that you will require to access the SYSPRO App Store and/or use the Applications, including, but without being limited to, hardware, support software, operating systems, internal networks, telecommunication links and local internet connections and access. You will be responsible for maintaining same in good working order and ensuring that same has adequate security protection. SYSPRO will not be responsible for the reliability or performance of the foregoing.
- 4.7. You may only be able to use certain Applications with certain versions of SYSPRO Software or with certain components of SYSPRO Software. Any such restrictions will be posted on the SYSPRO App Store. The fact that you are licensed to use SYSPRO Software is not a representation or guarantee that you will be able to use all of the Applications made available via the SYSPRO App Store.
- 4.8. Once you have downloaded an Application, or any upgrade, update or error fix relating to an Application, you must run the Application, upgrade, update or error fix in a test environment to ensure that the Application can be successfully integrated and/or used with SYSPRO Software and/or your information technology system. Neither SYSPRO nor the Third Party Publishers shall be responsible for any losses or damages arising out of your failure to run the Application in a test environment before running the Application in a live environment.

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- 4.9. As an accommodation to you, a record of the Applications that you have acquired licenses for will be retained on the SYSPRO App Store. If you lose an Application in respect of which you previously purchased a license, you may be able to download that Application again from the SYSPRO App Store (provided that if the Application is a Full Fee Application, you have paid the required fees to continue using such Application and that version of the Application is still available on the SYSPRO App Store). However, notwithstanding this accommodation, it will still remain your responsibility once you download an Application not to lose, destroy or damage it and to ensure that you back it up as SYSPRO does not guarantee that if you need to download that Application again, you will in all circumstances be able to do so.
 - 4.10. You agree that the SYSPRO App Store includes security technology that limits your access to certain portions of the SYSPRO App Store and your access to the Applications. You agree not to violate, circumvent, reverse engineer, decompile, disassemble or otherwise tamper with any of the security technology associated with the SYSPRO App Store for any reason, or attempt or assist another person to do so.
 - 4.11. You agree to comply with all security procedures, devices and developments that are put into place by SYSPRO in respect of the SYSPRO App Store.
 - 4.12. You agree that you will not access the SYSPRO App Store by any means other than through interfaces that are provided by SYSPRO and that you will not attempt to gain unauthorized access to the SYSPRO App Store.
 - 4.13. You agree to ensure that your access to and use of the SYSPRO App Store will not result in any viruses, trojan horses, worms or other computer programming routines being introduced to the SYSPRO App Store, which may damage or interfere with the proper working of the SYSPRO App Store or any activities conducted on the SYSPRO App Store or surreptitiously intercept or expropriate any information.
 - 4.14. You agree to ensure that your activities or your access to or use of the SYSPRO App Store shall not interfere with or disrupt the integrity or performance of the SYSPRO App Store and shall not cause damage to other third parties.
 - 4.15. You agree not to use any robot, spider, other automatic device or manual process to monitor or copy any pages of, or content contained in, the SYSPRO App Store.


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- 4.16. The SYSPRO App Store may offer features that allow you to submit information or feedback in respect of, or review or rate, the Applications that you have downloaded. Such information, feedback, reviews or ratings may, subject to SYSPRO's sole discretion, be published on the SYSPRO App Store and may be viewable by the publishers, other Users of the SYSPRO App Store and the public. You agree that any use by you of such features, including any information, feedback, reviews or ratings submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or any laws, contribute to or encourage unlawful conduct or otherwise be objectionable. You agree to provide accurate and complete information in connection with your information, feedback, reviews or ratings on the SYSPRO App Store as such feedback, information, reviews or ratings may inform the decision of other customers as to whether or not to acquire a license in respect of an Application. You hereby consent to SYSPRO using such information, feedback, reviews and/or ratings and disclosing same to the publishers and other third parties. SYSPRO reserves the right to not post or publish any information, feedback, reviews and/or ratings, and to remove or edit any information, feedback or reviews, at any time in its sole discretion without notice or liability.
- 4.17. Certain content and Applications available via the SYSPRO App Store may include materials from third parties. You agree that SYSPRO is not responsible for examining or evaluating the content or accuracy thereof and SYSPRO does not warrant and will not have any liability or responsibility for any third party materials or for any other materials or third party Applications. You agree that you will not use any third party materials in a manner that would infringe or violate the rights of any other party and that SYSPRO is not in any way responsible for any such use by you.
- 4.18. Your use of the SYSPRO App Store includes the ability to enter into Agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your Agreement and intent to be bound by such Agreements and to pay for transactions. Your Agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on the SYSPRO App Store, including notices of cancellation, policies, contracts and Applications. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.
- 4.19. SYSPRO is not responsible for typographic errors or inaccurate information contained on the SYSPRO App Store.

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- 4.20. The SYSPRO App Store, and your use thereof, is subject to SYSPRO's privacy policy which can be found at <http://www.SYSPRO.com/info/privacy>. Without limiting the provisions of SYSPRO's privacy policy:
- 4.20.1. Your registration data will be kept in the strictest confidence by SYSPRO and will not be sold or made known to third parties other than Third Party Publishers but only to the extent required for purposes of and in relation to any third party Application that you may download from the SYSPRO App Store, our affiliated companies in the countries where you are registered to use SYSPRO Software or third party service providers acting on SYSPRO's behalf;
 - 4.20.2. SYSPRO will not keep your credit card details under any circumstances;
 - 4.20.3. SYSPRO cannot be held responsible for security breaches occurring on your electronic device (personal computer or other electronic device used to browse the SYSPRO App Store), which may result due to a lack of adequate virus protection software or spyware on your device or due to any other reason whatsoever.
- 4.21. All transactions on the SYSPRO App Store are governed by South African law, without giving effect to its conflict of law provisions. Your use of the SYSPRO App Store may also be subject to other laws.



5. Proprietary Rights

- 5.1. You agree that the SYSPRO App Store, including but not limited to the graphics, User interface, editorial content and the scripts and software used to implement the SYSPRO App Store, contain proprietary information and material that is owned by SYSPRO and/or its Licensors, and is protected by applicable intellectual property and other laws including, but not limited to, copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the SYSPRO App Store in compliance with this Agreement.
- 5.2. The SYSPRO trade marks and logos used in connection with the SYSPRO App Store are trademarks or registered trademarks of SYSPRO. Other trademarks and logos used in connection with the SYSPRO App Store may be the trade marks of their respective owners. You are granted no right or license with respect to any of the aforesaid trade marks and any use of such trade marks.
- 5.3. No portion of the SYSPRO App Store may be reproduced in any form or by any means, except as expressly permitted in this Agreement.
- 5.4. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the SYSPRO App Store in any manner, and you agree not to exploit the SYSPRO App Store in any unauthorized way whatsoever.
- 5.5. You agree to take all steps to ensure that you use the SYSPRO App Store in such a manner that protects all of the rights of SYSPRO and its Licensors in and to the SYSPRO App Store.
- 5.6. You will not during or at any time after termination of this Agreement acquire or be entitled to claim any right or interest in the SYSPRO App Store.




6. Changes to or Discontinuation of the SYSPRO App Store

- 6.1. Notwithstanding any other provision of this Agreement, SYSPRO and the publishers reserve the right to change, suspend, remove or disable access to any Applications, content or other materials comprising a part of the SYSPRO App Store at any time without notice. In no event will SYSPRO or the publishers be liable for making these changes.
- 6.2. SYSPRO may also impose limits on the use of or access to certain features or portions of the SYSPRO App Store, in any case and without notice or liability.
- 6.3. SYSPRO reserves the right to modify, suspend or discontinue the SYSPRO App Store (or any part or content thereof) at any time with or without notice to you, and SYSPRO shall not be liable to you or any third party should it exercise such rights.

7. Disclaimer, Limitation of Liability and Indemnity

- 7.1. SYSPRO does not guarantee, represent or warrant that your use of the SYSPRO App Store will be uninterrupted or error free, and you agree that from time to time SYSPRO may remove the SYSPRO App Store for indefinite periods of time, or cancel the SYSPRO App Store at any time, without notice to you.
- 7.2. You expressly agree that your use of, or inability to use, the SYSPRO App Store is at your sole risk. The SYSPRO App Store and all services delivered to you through the SYSPRO App Store are (except as expressly stated by SYSPRO) provided “as is” and “as available” for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- 7.3. In no case shall SYSPRO, its directors, officers, employees, agents, contractors, principals or Licensors or the publishers (“**Indemnified Parties**”) be liable for any direct, indirect, incidental, punitive, special or consequential damages arising from your use of the SYSPRO App Store or for any other claim related in any way to your use of the SYSPRO App Store, including, but not being limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content or Application posted, transmitted or otherwise made available via the SYSPRO App Store, even if advised of their possibility.
- 7.4. SYSPRO shall use reasonable efforts to protect information submitted by you in connection with the SYSPRO App Store, but you agree that your submission of such information is at your sole risk and SYSPRO hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.
- 7.5. SYSPRO does not represent or guarantee that the SYSPRO App Store will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion and SYSPRO disclaims any liability relating thereto.
- 7.6. You shall be responsible for backing up your own system, including any Applications purchased from the SYSPRO App Store.
- 7.7. By using the SYSPRO App Store, you agree, to the extent permitted by law, to indemnify and hold the Indemnified Parties harmless with respect to any claims arising out of your breach of this Agreement, your use of the SYSPRO App Store, or any action taken by SYSPRO as part of its investigation of a suspected breach of this Agreement or as a result of its finding or decision that a breach of this Agreement has occurred. This means that you cannot sue or recover any damages from SYSPRO as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the SYSPRO App Store or to take any other action during the investigation of a suspected breach or as a result of SYSPRO’s conclusion that a breach of this Agreement has occurred. This waiver and indemnity provision applies to all breaches described in or contemplated by this Agreement.

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- 7.8. As some jurisdictions do not allow the exclusion or limitation of liability or implied warranties under certain circumstances, in such jurisdictions and only under those circumstances may such exclusions or limitations not apply to you.
 - 7.9. Notwithstanding the above, and in the event that SYSPRO attracts liability under this Agreement, such liability shall in all circumstances be limited to the fees that you paid to SYSPRO in respect of the transactions that you conducted on the SYSPRO App Store during the 6 month period immediately preceding the date on which your claim arose.
 - 7.10. The provisions of this clause 7 shall survive the termination of this Agreement.



Part B: Applications

8. Introduction

- 8.1. The publishers are selling you a license to use the Applications. Once purchased from the publishers via the SYSPRO App Store, that license forms a binding Agreement directly between you and the publisher governing your use of that Application.

- 8.2. Your use of each Application is subject to this EULA and, if applicable, the Publisher's EULA and you agree to such terms. If there is a conflict between this EULA and the Publisher's EULA, the provisions of this EULA shall prevail.

9. End User License Agreement (“EULA”)

- 9.1. The Applications made available through the SYSPRO App Store are licensed, not sold, to you. Your license to, and use of, each Application that you obtain through the SYSPRO App Store is subject to your prior acceptance of this EULA and, if applicable, the Publisher’s EULA to the extent that the Publisher’s EULA does not conflict with the provisions of this EULA.
- 9.2. Your license to any SYSPRO Application is granted by SYSPRO and your license to any third party Application is granted by the publisher of that third party Application.
- 9.3. SYSPRO or the Third Party Publisher, as applicable, (referred to as “**Licensor**” in this Part B) reserves all rights in and to the Applications not expressly granted to you under this EULA.
- 9.4. To the extent you choose to use the Application, you do so at your own initiative and are responsible for compliance with any applicable laws.
- 9.5. **Scope of License**
 - 9.5.1. The Licensor hereby grants you a non-transferable license to use the Application in conjunction with SYSPRO Software for your internal business purposes in accordance with this EULA, this Agreement and applicable laws and government regulations.
 - 9.5.2. You may download a Full Fee Application or a Once-Off Fee Application with a License Key for use by that number of Users who are licensed to use SYSPRO Software in terms of the software license Agreement that you have concluded with SYSPRO or its Territory Offices (being the entities appointed by SYSPRO to distribute and control the distribution of SYSPRO Software in particular countries). There is no restriction on the number of your Users that may use Free Applications or Once-Off Fee Applications that do not contain a License Key.
 - 9.5.3. You may not copy the Applications in any circumstances except to make a reasonable number of backup copies. You must keep the backup copies in a secure place under your control and you must mark them clearly with the proprietary notices of the Licensor. You may only use **ONE** copy of the Application at any one time.
 - 9.5.4. You may not, nor may you attempt, to rent, lease, lend, sell, transfer, assign or otherwise distribute, license, sub-license, outsource or grant any interest in the Application in whatever form or make available the Application for use in or for the benefit of any other organization, entity or business, nor authorize or appoint any third party to do so.

9.5.5. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application, any updates or any part thereof (except as and only to the extent that any such restriction is prohibited by applicable law). Any attempt to do so is a breach of the rights of the Licensor and its Licensors. If you breach this restriction, you may be subject to a claim for damages.

9.6. **Updates, upgrades and error fixes**

9.6.1. The Licensor will make available on the SYSPRO App Store any upgrades, updates or error fixes that they make commercially available in respect of their Applications. SYSPRO will notify you of such upgrades, updates and error fixes via the SYSPRO App Store as soon as they are published on the SYSPRO App Store.

9.6.2. In respect of Once-Off Fee Applications, you will be allowed to download:


9.6.2.1. The updates that introduce minor changes to, and the error fixes for, those Applications in respect of which you have an existing license at no additional fee; and

9.6.2.2. Updates or upgrades which introduce substantial changes to, or new functionality into, those Applications for which you have a current license by acquiring a new license in respect of the new Once-Off Fee Application that will be published on the SYSPRO App Store by the Licensor containing such updates or upgrades.

9.6.3. In respect of Full Fee Applications, you will be allowed to download all of the updates, upgrades and error fixes published on the SYSPRO App Store for those Applications in respect of which you have an existing license at no additional fee.

9.6.4. The terms of this EULA together with any separate license that accompanies such upgrades or updates will govern those upgrades or updates. If there is any conflict between this EULA and the separate license, the provisions of this EULA will prevail.

9.7. You will be responsible for the implementation of the Applications, including any upgrades, updates or error fixes, and you indemnify SYSPRO and the publishers in respect of any such implementation or any results or consequences of such implementation.



9.8. You agree that certain Applications include security technology that limits your use of the Applications and that, whether or not the Applications are limited by security technology, you shall use the Applications in compliance with this EULA and, if applicable, the Publisher's EULA. Any security technology is an inseparable part of the Applications. You agree not to violate, circumvent, reverse engineer, decompile, disassemble or otherwise tamper with any of the security technology related to the Applications for any reason, or attempt or assist another person to do so.

9.9. **Errors**

9.9.1. You acknowledge that as it is not commercially possible to produce software products that are error free, the Licensors do not warrant that the Applications, or any part thereof, will be error free or that your use of the Applications will be uninterrupted or that the Applications will meet your requirements.

9.9.2. Should you experience an error:

9.9.2.1. Within 90 (ninety) days of purchasing a license in respect of a Once-Off Fee Application; or

9.9.2.2. At any stage after purchasing a license in respect of a Full Fee Application and for as long as you pay the license fees in respect of such Application and the Application continues to be published on the SYSPRO App Store,

You must advise SYSPRO by logging a ticket against the Application on the SYSPRO App Store. The ticket will be forwarded to the Licensor who will be responsible for resolving the error. The Licensor may need to communicate directly with you to resolve such error and you will be required to provide the Licensor with such information as it reasonably requires in this regard. A Licensor will only attend to errors during its normal business hours. As soon as the error has been resolved, the ticket will be closed.

9.9.3. Subject to clause 9.9.1 above and clause 9.15.2 below, the Licensor will use commercially reasonable endeavors to rectify any errors in the Application, which impede the operation of the Application and which are capable of being corrected.



9.10. **Support**

9.10.1. Should you experience an error in respect of a free Application or in respect of a Once-Off Fee Application and/or Full Fee Application outside of the time periods referred to in clause 9.9.2 above or should you require any other assistance in respect of an Application, the Licensor will be entitled to charge you its standard support rates for the services that it renders in rectifying the error or providing you with support.

9.10.2. In the event that SYSPRO or its Territory Offices provide you with support in respect of an error experienced in relation to SYSPRO Software which is found to have been caused by an Application, SYSPRO or its territory office will be entitled to charge you their standard rates for the services rendered in identifying the cause of the error and/or rectifying same.

9.11. The Application may not be available in all languages. The Licensor makes no representation that the Application is appropriate or available for use in any particular location.

9.12. You may require specific components of SYSPRO Software in order to use an Application. In such circumstances, you will have to purchase a license in respect of such components of SYSPRO Software if you do not have a current license for such components in order to use an Application.

9.13. **Temporary license**

9.13.1. In respect of Full Fee Applications and Once-Off Fee Applications that contain License Keys, you will be allowed to obtain a temporary license from the SYSPRO App Store for 1 (one) User to use such Application for an evaluation period of 30 (thirty) days. Certain restrictions may be imposed on your use of the Application under the temporary license.

9.13.2. If you wish to purchase a license for such Application, you must notify SYSPRO, via the SYSPRO App Store, and SYSPRO will then deduct the initial fees in respect of such Application from your credit card. Once such payment has been received, you will be issued with a permanent license in respect of the Application.

9.13.3. If you do not notify SYSPRO that you wish to purchase a license for such Application before the expiry of the temporary license, on the expiry of the temporary license, you must cease using the Application.

9.14. **Proprietary rights**

- 9.14.1. All copyright, trade names, trademarks, other intellectual property rights and ownership in or to the Applications vest and shall remain vested in the Licensors or their Licensors, as the case may be.
- 9.14.2. You agree to take all steps to ensure that you use the Applications in such a manner that protects all of the rights of the Licensors and their Licensors in and to Applications.
- 9.14.3. You will not during or at any time after termination of this Agreement acquire or be entitled to claim any right or interest in the Applications, except as expressly set out in this EULA, the Publisher's EULA(if applicable) and this Agreement.

9.15. **No warranty**

- 9.15.1. You expressly acknowledge and agree that your use of the Application is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Application is provided "as is" and "as available", with all faults and without warranty of any kind, and the Licensor hereby disclaims all warranties and conditions with respect to the Application, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of non-infringement of third party rights.
- 9.15.2. The Licensor and SYSPRO (where the Licensor is a Third Party Publisher) do not warrant against interference with your enjoyment of the Application, that the functions contained in the Application will meet your requirements, that the operation of the Application will be uninterrupted or error free, that defects in the Application will be corrected, that the Application will be compatible with SYSPRO Software, or that the Application will not interfere with or corrupt data in the SYSPRO Software.
- 9.15.3. No oral or written information or advice given by the Licensor or its authorized representative or SYSPRO (where the Licensor is a Third Party Publisher) shall create a warranty.
- 9.15.4. Some jurisdictions do not allow some of the exclusions referred to above, so certain of the above exclusions and limitations may not apply to you.



9.16. **Limitation of liability**

- 9.16.1. To the extent not prohibited by law, in no event shall the Licensor or SYSPRO (where the Licensor is a Third Party Publisher) be liable for personal injury, any incidental, special, indirect or consequential damages whatsoever, any damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of or related to your use or inability to use the Application, however caused, regardless of whether the liability arises in contract, delict or otherwise, and even if the Licensor or SYSPRO (where the Licensor is a Third Party Publisher) has been advised of the possibility of such damages.
- 9.16.2. In no event shall the total liability of the Licensor and/or SYSPRO (where the Licensor is a Third Party Publisher) to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the fee that you have paid in respect of the Application to which your claim relates.
- 9.16.3. Some jurisdictions do not allow some of the limitations provided herein, so certain of the above limitations may not apply to you.

9.17. **Termination**

- 9.17.1. The license is effective until terminated by you or the Licensor.
- 9.17.2. Your rights under this license will terminate automatically without notice from the Licensor if (i) you fail to comply with any provisions of this EULA; or (ii) if your license in respect of SYSPRO Software terminates, for whatever reason.
- 9.17.3. Upon termination of this license, you shall cease all use of the Application and destroy all copies, full or partial, of the Application.
- 9.18. The laws of the republic of South Africa, excluding its conflicts of law rules, govern this EULA and your use of the Application. Your use of the Application may also be subject to other local, state, national or international laws.



10. Third Party Applications

- 10.1. You acknowledge and agree that SYSPRO is not responsible for examining or evaluating the content, accuracy, validity, copyright compliance, legality, quality or any other aspect of third party Applications.
- 10.2. SYSPRO, its agents and officers do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third party Application.
- 10.3. The Third Party Publisher is solely responsible for the third party Application, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that third party Application or your use of that third party Application.
- 10.4. You agree to assume full responsibility for the information and results obtained from the use of the third party Applications and for the Application of such information and results.




11. Changes

You acknowledge that SYSPRO, in relation to SYSPRO Applications, and the Third Party Publishers, in relation to third party Applications, may, at their sole discretion, amend any policies relating to such Applications or the hardware or software requirements relating to the Applications from time to time and you agree to comply with such amendments. You acknowledge that if you do not comply with such amendments, you may not be able to continue using the Applications that you have downloaded.

12. Fees and Payments

- 12.1. Although the license fees are payable to SYSPRO, you acknowledge that SYSPRO will be receiving payment of the license fees on behalf of the publishers and, in this regard, is acting as a payment agent for and on behalf of such publishers.
- 12.2. Except in respect of annual license fees ("**ALF**"), all payments for the Applications shall be by way of credit card. SYSPRO may obtain pre-approval for an amount up to the fee that is payable in respect of your transaction.
- 12.3. When you place an order for an Application, you will be advised of the fee payable in respect of the transaction. The fee will be debited to your credit card and once payment has been confirmed, you will be furnished with a License Key that will enable you to download and use the Application.
- 12.4. You agree that you will pay for all Applications you purchase through the SYSPRO App Store, and that SYSPRO may charge your credit card for any Applications in respect of which you purchase licenses and for any additional amounts (including any taxes, as applicable) that may be accrued by or in connection with such transaction.
- 12.5. You are responsible for the timely payment of all fees and for providing SYSPRO with a valid credit card for payment of all fees. You will not be allowed to purchase any licenses for any Applications in respect of which a fee is payable until SYSPRO, or its agent, has verified your payment information. In the event that a payment effected by you is subsequently reversed by your bankers, for whatever reason, SYSPRO shall be entitled to immediately terminate the license to which such payment related.
- 12.6. All credit card payments are processed by the MyGate internet payment gateway. You may go to www.mygate.co.za to view MyGate's security policy.
- 12.7. All sales of licenses in respect of Applications are final.
- 12.8. Fees for the Applications offered via the SYSPRO App Store may change at any time and you will be obliged to pay the fee applicable to the Application when you apply to purchase the license in respect of that Application.
- 12.9. If an Application becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems solely related to the SYSPRO App Store prevent you from downloading an Application, your exclusive and sole remedy is refund of the fee paid.

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- 12.10. All fees payable by you to SYSPRO exclude any taxes and/or levies due as a result of a requirement by any governmental organization (which shall include, but not be limited to, any value added tax, importation tax and general sales tax) and all these taxes and/or levies shall be paid by you at the then prevailing rate. If any payments due by you to SYSPRO are subject to withholding tax, you shall pay SYSPRO an additional amount so that SYSPRO receives full payment of the amount due by you under this Agreement.
- 12.11. You shall not be entitled, for any cause whatsoever, to withhold, deduct from or defer any amount due by you under this Agreement. All payments shall be free of exchange and set off.
- 12.12. You carry any risk associated with or arising from the method or manner that you effect payment to SYSPRO. You will only be regarded as having effected payment to SYSPRO when your payment has been received into SYSPRO's bank account and cleared by its bankers.

12.13. **Free Applications**

No fees will be payable by you to download Free Applications.

12.14. **Once-off fee Applications**


You will be required to pay a once-off license fee before you can download and use the Application. However no further fees will be payable by you in respect of your continued use of such Application.

12.15. **Full fee Applications**

12.15.1. You will be required to pay an initial license fee ("**ILF**") and subsequent annual license fees ("**ALF**") as set out hereunder.

12.15.2. The ILF will be payable prior to you first downloading the Application.

12.15.3. An ALF period runs from 1 November of one year to 31 October of the following year except in the United States of America where an ALF period runs from 1 January to 31 December of the same year ("**ALF period**"). You will only be required to pay ALF for the first and subsequent ALF periods that commence after the date on which you first download the Application. ALF is payable in advance prior to the commencement of the ALF period to which it relates. All payments of ALF will be invoiced to you and will be payable by you to SYSPRO.

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- 12.15.4. On receipt of your payment of ALF in respect of the Application, you will be allowed to continue using the Application for that ALF period. In the event that you fail to timeously pay ALF in respect of an Application, you will not be able to use that Application after the commencement of the ALF period for which your ALF payment is outstanding. In such circumstances the Indemnified Parties shall not be liable for any direct, indirect, incidental, punitive, special or consequential damages or loss arising from the fact that you will not be able to continue using the Application or for any other claim related in any way to such fact. As some jurisdictions do not allow the exclusion or limitation of liability for particular damages, in such jurisdictions the Indemnified Parties' liability shall be limited to the maximum extent permitted by law.
- 12.15.5. The ALF may increase every year. You will be notified of the ALF that will be payable for the next ALF period prior to the commencement thereof and will therefore be able to choose whether or not you wish to continue using the Application.

Part C: General Provisions


13. Communications

- 13.1. SYSPRO may notify you with respect to the SYSPRO App Store by sending an email message to your account or email address or by posting on the SYSPRO App Store. Notices shall become effective immediately.
- 13.2. Except as expressly stated otherwise, any notices shall be given to SYSPRO via email at Paulo.DeMatos@za.syspro.com or by post to **SYSPRO (PTY) limited, P O box 77 Rivonia 2128** or by hand delivery to **Block A Sunninghill Place, 9 Simba Road, Sunninghill**, marked for the attention of: **Paulo de Matos** and to you by the email address, postal address or physical address that you provide to SYSPRO as part of your registration data.
- 13.3. All written communications by post shall be to the address referred to above and if sent by pre-paid registered post, shall be deemed to have been received within 10 (ten) days after the date of posting unless the contrary is proven. If delivered by hand during business hours, the written communication shall be deemed to have been received on the day of delivery. If transmitted by facsimile or email during business hours, the written communication shall be deemed to have been received on the same business day as transmission unless the contrary is proven.
- 13.4. Notwithstanding the above, a written notice or communication actually received by any of the parties from another party shall be adequate written notice or communication to such party notwithstanding that it was not sent to or delivered at its chosen physical, postal or email address.

14. Confidentiality

- 14.1. For purposes of this Agreement, "**Confidential Information**" will include, without being limited to:
 - 14.1.1. In relation to SYSPRO, information of a confidential nature relating to the SYSPRO App Store and the SYSPRO Applications;
 - 14.1.2. In relation to the Third Party Publishers, information of a confidential nature relating to the third party Applications.
- 14.2. You undertake not, during the term of this Agreement or at any time thereafter, whether directly or indirectly and whether for your own benefit or that of another party, to use, divulge, disclose, disseminate, communicate, copy or distribute to any person, other than as permitted by this Agreement, the Confidential Information.
- 14.3. You further undertake that you will only make the Confidential Information available to those of your employees, officers, agents, sub-contractors or consultants ("**Personnel**") who are actively involved in the execution of your obligations under this Agreement and then only on a "need to know" basis and provided that such Personnel are bound by similar confidentiality and non-disclosure obligations as those contained herein. You acknowledge that you will be liable jointly and severally with such Personnel to SYSPRO and/or the Third Party Publishers for any breach by your Personnel of the provisions of this clause.
- 14.4. The above obligations shall not apply to any information which:
 - 14.4.1. Is lawfully in the public domain at the time of disclosure;
 - 14.4.2. Subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 14.4.3. Subsequently becomes available to a party from a source other than the other party, which source is lawfully entitled without restriction on disclosure to disclose such information; or
 - 14.4.4. Is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

You will have to show that the provisions of this clause 14.4 apply to such information.

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- 14.5. In the event that you are required to disclose any part of the Confidential Information, as contemplated in clause 14.4.4 above, you shall advise SYSPRO or the Third Party Publisher, as the case may be, in writing prior to disclosure, take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that you lawfully and reasonably can, afford SYSPRO or the Third Party Publisher, as the case may be, a reasonable opportunity to intervene in the proceedings, comply with SYSPRO or the Third Party Publisher's reasonable requests as to the manner and terms of any such disclosure and notify SYSPRO or the Third Party Publisher of the recipient of and the form and extent of any such disclosure immediately after it is made.
- 14.6. The provisions and restrictions contained in this clause shall continue in force notwithstanding the termination of this Agreement.



15. Force Majeure

If SYSPRO or the publishers are prevented or restricted directly or indirectly from carrying out all or any of their obligations under this Agreement from any cause beyond their reasonable control, they will be relieved of their obligations hereunder during the period that such event and its consequences continue and they shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages, either general, special or consequential, which you may suffer due to or resulting from such delay or failure.

16. Breach and Termination

- 16.1. If you fail, or SYSPRO suspects that you have failed, to comply with any of the provisions of this Agreement, SYSPRO, at its sole discretion, may:
 - 16.1.1. Terminate this Agreement and/or your account, and you will remain liable for all amounts due under your account up to and including the date of termination; and/or
 - 16.1.2. Preclude your access to the SYSPRO App Store, or any part thereof.
- 16.2. Notwithstanding the above, SYSPRO reserves the right to take steps SYSPRO believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that SYSPRO has the right, without liability to you, to disclose any registration data and/or account information to law enforcement authorities, government officials and/or a third party, as SYSPRO believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including, but not limited to, SYSPRO's right to co-operate with any legal process relating to your use of the SYSPRO App Store and/or Applications and/or a third party claim that your use of the SYSPRO App Store and/or the Applications is unlawful and/or infringes such third party's rights).
- 16.3. Subject to clause 9.17 above, on the termination of this Agreement, for whatever reason, you will lose your right to conduct any transactions on the SYSPRO App Store, including, without being limited to, downloading any updates, upgrades or error fixes for the Applications in respect of which you purchased a license prior to the termination of this Agreement and you will not be entitled to receive any support from the publishers of the Applications in respect of which you purchased licenses prior to the termination of this Agreement.



17. Relationship

This Agreement does not constitute SYSPRO or a Third Party Publisher or you as agent, employee or partner of the other for any purposes whatsoever and SYSPRO, the Third Party Publishers and you shall not be entitled to act on behalf of or to represent the other unless duly authorized thereto in writing.



18. Cession and Assignment

- 18.1. You shall not cede, assign, transfer, make over, sub-license, grant or in any way deal with any of your rights or your obligations under this Agreement to any third party without the express prior written consent of SYSPRO or, in respect of Third Party Applications, without the express prior written consent of the Third Party Publisher.


- 18.2. You agree that all or any of the rights and/or obligations of SYSPRO under this Agreement may at any time during the currency of this Agreement be ceded, assigned, transferred, made over and/or granted to a third party.

19. Dispute Resolution

- 19.1. In the event of any dispute or difference arising between the parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the said dispute or difference shall on written demand by any party be submitted to arbitration in the republic of South Africa in accordance with the rules of the arbitration foundation of Southern Africa ("**AFSA**"), which arbitration shall be administered by AFSA.
- 19.2. Nothing herein contained shall be deemed to prevent or prohibit a party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 19.3. Any arbitration in terms of this clause shall be conducted with only the parties and their legal representatives being present and the parties shall treat as confidential details of the dispute submitted to arbitration and the conduct of the arbitration proceedings.
- 19.4. The decision of the arbitrator, save in the event of manifest error, shall be final and binding on the parties and may be made an order of court at the instance of any of the parties.
- 19.5. The provisions of this clause constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions, which are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.
- 19.6. The parties agree that the written demand by a party to the dispute in terms of clause 19.1 above that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription.
- 19.7. All legal charges, disbursements and fees, including reasonable legal costs, incurred by a party in successfully enforcing or defending any of the provisions of this Agreement shall be recoverable from the other party.
- 19.8. In the event that you do not carry on business or own assets in the republic of South Africa, you hereby consent to an award issued by AFSA being made an order of court by a court that has jurisdiction over your person or assets.

20. Miscellaneous

- 20.1. The laws of the republic of South Africa shall govern the validity, interpretation, implementation and performance of this Agreement. You expressly agree that exclusive jurisdiction for any claim or dispute with SYSPRO or relating in any way to your use of the SYSPRO App Store or SYSPRO Applications resides in the Courts of the Republic of South Africa.
- 20.2. This Agreement constitutes the entire Agreement between you and SYSPRO and governs your use of the SYSPRO App Store, superseding any prior Agreements between you and SYSPRO. You may also be subject to additional terms and conditions that may apply when you use third party content or third party Applications.
- 20.3. To the extent permissible by law, no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 20.4. No amendment of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless recorded in a written document signed by the parties.
- 20.5. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall prevent any party from exercising its rights under this Agreement, nor shall it preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 20.6. The Applications, and other technology that SYSPRO makes available via the SYSPRO App Store, and any derivatives thereof, may be subject to export law and regulations of the jurisdiction in which you and/or SYSPRO and/or the publisher conduct business and you undertake to comply with such export law and regulations.
- 20.7. Each party represents that it is not named on any government's denied party list. You agree that you will not use the Applications for any purposes prohibited by any law or in breach of any export law or regulation that you or the publishers thereof may be subject to.
- 20.8. You have not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any of SYSPRO's employees or agents in connection with this Agreement. If you learn of any breach of the above restriction, you will use reasonable efforts to promptly notify SYSPRO's legal department.
- 20.9. Any invalid, illegal or unenforceable provision hereof shall be severed from the Agreement as if not contained herein and the parties will be bound by the remaining provisions hereof.

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- 20.10. Headings are for reference purposes only and in no way define, limit or describe the scope or extent of the paragraph to which they relate.
 - 20.11. The use of any expression in this Agreement covering a process available under South African law, such as winding up, shall, if any of the parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
 - 20.12. The rule that this Agreement be interpreted against the drafter thereof shall not apply in the interpretation of this Agreement.
 - 20.13. The expiration or termination of this Agreement shall not affect any of the provisions of this Agreement as expressly provide that they will operate after 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.



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