

# SOFTWARE LICENSE AGREEMENT

Entered into between

**STATZ COMPANY PROPRIETARY LIMITED**

**Registration number: 2020/699101/07**

("the Supplier")

And

**The Party more fully described in Clause 2 of the Information Schedule**

("the Customer")

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## SOFTWARE LICENSE AGREEMENT

### 1. PARTIES

The Parties to this Agreement are the Supplier and the Customer with further details as set out in Clauses 1 and 2 of the Information Schedule Respectively.

### 2. INTERPRETATION

2.1 In this Agreement, unless otherwise specified or the context clearly indicates the contrary, the following words and expressions shall have the meanings assigned to them below:

2.1.1 "Agreement" : means the License Agreement recorded in this document together with any annexes or addenda thereto from time to time;

2.1.2 "Authorised Users" means those individuals who are authorised by the Customer to use the Services and the Documentation, as further described in clause 4.3;

2.1.3 "Confidential Information" shall mean:

2.1.3.1 all information pertaining to the Software as licensed by the Supplier; and

2.1.3.2 any information of whatever nature, which has been or may be obtained by either of the Parties from the other, whether in writing or in electronic form or pursuant to discussions or dealings between the Parties, or which can be obtained by examination, testing, visual inspection; and

2.1.3.3 analysis, including, without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings,

		specifications, sample reports, models, customer lists, price lists, studies, findings, the Software, the source code of the Software, inventions or ideas; and
2.1.3.4		analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Customer which contain or otherwise reflect or are generated from any such information as is specified in this definition;
2.1.3.5		any dispute between the Parties arising out of or in connection with this Agreement;
2.1.4	“Copyright”	shall mean all rights of Copyright whether existing now or in the future in and to the Software or any component thereof;
2.1.5	“Customer” :	means the Party more fully described in Clause 2 of the Information Schedule and the holder of one or more Licenses;
2.1.6	“Customer Data” :	means the data input into the Software by the Customer, Authorised Users or the Supplier on the Customer’s behalf, or for the purpose of using the Software or facilitating the Customer’s use of the Software and may include (without limitation) Personal Information;
2.1.7	“Documentation” :	means any documentation made available to the Customer by the Supplier which facilitates the Customer’s use of the Software or that provides instructions relating to the Software;

- 2.1.8 “Effective Date” : means the first day on which the Customer obtained an active License;
- 2.1.9 “End-user” : means an employee of the Customer on whose work computer the Software has been installed;
- 2.1.10 “Information Schedule” : means the information schedule setting out more details of the Parties attached to this Agreement as **Annexure “A”**;
- 2.1.11 “Intellectual Property Rights” : means
- 2.1.11.1 all the rights in and to intellectual property relating to the Software including (without limitation) the rights in and to trademarks, service marks, trade names, domain names, logos, get-up;
- 2.1.11.2 patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights;
- 2.1.11.3 copyright, database rights, rights in respect of any new or existing compilation of any data or information not covered under any existing copyright; and
- 2.1.11.4 all similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any

registration of such rights and applications and rights to apply for such registrations, as well as any Confidential Information or processes relating to that subject matter;

- 2.1.12 “License” : means a license to use the Software with regards to a single End-user on the terms and conditions as indicated in this Agreement for the period during which that license remains valid;
- 2.1.13 “Operator” : means a person who processes personal information for a Responsible Party in terms of a contract or mandate without coming under the direct authority of the Responsible Party, and for the purpose of this Agreement means the Supplier;
- 2.1.14 “Parties” : means the Supplier and the Customer and the word “Party” refers to any of them as the context may indicate;
- 2.1.15 “Personal Information” : has the meaning ascribed to it in the POPIA, and any applicable law in South Africa and/or in any other jurisdiction where the Services are provided and/or used;
- 2.1.16 “POPIA” : means the Protection of Personal Information Act (No 4 of 2013);
- 2.1.17 “Quarter” : means a consecutive 3 (Three) month period running from March to May, June to August, September to November and December to February;

- 2.1.18 “Responsible Party” : means a public or private body or any other person which determines the purpose of and means for processing Personal Information, and for the purposes of this Agreement, means the Customer;
- 2.1.19 “Signature Date” : means the date the last Party in time signed this Agreement;
- 2.1.20 “Software” : means the Workstatz software provided by the Supplier to the Customer under this Agreement via <https://dashboard.workstatz.com/dashboard> or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation as means of accessing the Software;;
- 2.1.21 “Subscription Fees” : means the license fee payable by the Customer to the Supplier in respect of the Customer’s use of the Software on such terms with regards to amount and frequency as agreed upon between the Parties;
- 2.1.22 “Supplier” : means Statz Company Proprietary Limited, registration number: 2020/699101/07 with further details as recorded in Clause 1 of the Information Schedule;
- 2.1.23 “Territory” : means the Republic of South Africa; and
- 2.1.24 “Virus” : means a device or thing (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other

service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

- 2.2 Any reference to -
  - 2.2.1 the singular shall include the plural and vice versa;
  - 2.2.2 any gender shall include the other genders;
  - 2.2.3 natural persons shall include legal persons and vice versa.
- 2.3 Any reference to an enactment is to that enactment as at the date of signing hereof and as amended or re-enacted from time to time.
- 2.4 The headings of clauses in this Agreement are for reference purposes only and shall not be taken into account in construing the contents hereof.
- 2.5 If any word or phrase is defined in any clause hereunder, that word or phrase shall bear the same meaning throughout the remainder of this Agreement.
- 2.6 If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.7 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day.
- 2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.



- 2.9 Where any term is defined within the context of a particular clause in this Agreement, it shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.
- 2.10 The expiration or termination of this Agreement shall not affect such of the provisions contained herein and are expressly provided 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 therefore.
- 2.11 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.12 The following documents that are attached to this Agreement forms an integral part of the Agreement:
- 2.13 **Annexure "A"** : Information Schedule;

### 3. **RECORDAL**

- 3.1 The Supplier has developed certain software applications and platforms which it makes available to Customers via the Internet on a subscription basis for the purpose of monitoring a Customer's staff productivity and internet activity.
- 3.2 The Customer wishes to use the Supplier's Software in its business operations.
- 3.3 The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Supplier's Software Services on the terms and conditions of this Agreement.

### 4. **USER LICENSES AND SUBSCRIPTIONS**

- 4.1 The Software is Licensed, not sold, and accordingly the Customer's access and use of the Software is at all times dependent upon the Customer having a valid and active License to use the Software.
- 4.2 Subject thereto that the Customer purchases sufficient Licenses for the number of active End-users to be monitored on the Customer's network, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation for the Subscription Term.

- 4.3 In relation to the Authorised Users, the Customer undertakes that:
- 4.3.1 the maximum number of Authorised Users that it authorises to access and use the Services;
  - 4.3.2 it will not allow or suffer any License to be used by more than one individual Authorised User;
  - 4.3.3 each Authorised User shall keep a secure password for his use of the Services and Documentation; and
  - 4.3.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
    - 4.3.5 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - 4.3.6 and the Supplier reserves the right to disable the Customer's access to any material that breaches the provisions of this clause.
  - 4.3.7 The Customer shall not:
    - 4.3.7.1 except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
    - 4.3.7.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 4.3.8 The Customer shall, as much as it may fall within the Customer's control, prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, shall promptly notify the Supplier thereof.

## 5. DURATION

- 5.1 This Agreement shall come into force on the Effective Date and shall terminate on the date on which the Customer no longer has a valid License.

5.2 The termination of this agreement shall not affect the confidentiality provisions as set out in Clause 8 which shall continue indefinitely after termination of this Agreement for any reason.

## 6. CHARGES AND PAYMENT

6.1 The Customer shall pay the Subscription Fees to the Supplier for the Licenses in accordance with this Clause 4.

6.2 The Supplier shall invoice the Customer for the Subscription Fees as agreed between the Supplier and the Customer from time to time.

6.3 The Customer shall make payment to the Supplier of any amount due under this Agreement within 7 (Seven) days of receipt of an invoice from the Supplier or by credit card on a monthly basis.

6.4 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax (VAT).

6.5 If the Supplier has not received payment within 7 (Seven) days after the due date as set out in Clause 6.3, the Supplier may disable the Customer's password and/or access to the Software.

6.6 In the event that the Customer should fail to make payment within 30 (Thirty) days of the due date thereof, the Supplier shall have the right to delete all historical data stored on the Software.

## 7. WARRANTIES AND DISCLAIMERS

Apart from any express warranties provided in respect of the Software or implied warranties of quality applying by operation of law in the Republic of South Africa, the Supplier disclaims all warranties concerning the Software, express or implied, including without limitation, any warranties, duties or conditions of merchantability or fitness for a particular purpose, warranties of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. The Supplier expressly records that it does not warrant that the Software will operate in combination with

other software products selected by the Marketer or the end-users, or that the Software will operate uninterrupted or error-free.

## 8. CONFIDENTIAL AND PROPRIETARY INFORMATION

8.1 Each Party acknowledges that during the course of performing its obligations hereunder it will be receive information that is confidential and proprietary to the other Party. Each Party agrees not to disclose or use such information except in performance of this Agreement and only to employees on a need to know basis.

8.2 Each Party will maintain reasonable internal procedures, including appropriate Agreements with employees and authorized third parties, to protect the confidential and proprietary information, as defined herein, as required by this Agreement. Each Party agrees not to disclose such information to third parties unless required by law to do so; provided however, that each Party agrees to promptly notify the other Party of any subpoena or court order compelling disclosure.

8.3 "Confidential and proprietary information" herein includes, without limitation, diagnostics, the Software, all documentation for software, other user manuals, as well as electronically and visually transmitted printed materials and information disclosed as a result of this Agreement by the Marketer or Supplier or Manufacturer to one another, such as new products information, marketing information, financial and technical data.

8.4 Confidential and proprietary information herein does not include information that is:

8.4.1 rightfully in the receiving Party's possession prior to receipt from the disclosing Party;

8.4.2 a matter of public knowledge through no fault of the receiving Party;

8.4.3 rightfully furnished to the receiving Party by a third Party without restriction on disclosure or use; or

8.4.4 independently developed by the receiving Party without use of or reference to the disclosing Party's confidential and proprietary information.

8.5 The provisions of this Clause 11 shall come into effect on the Effective Date and shall continue indefinitely notwithstanding termination of this Agreement for any reason whatsoever.

## 9. DATA PRIVACY, PROTECTION AND POPIA COMPLIANCE

- 9.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier.
- 9.2 The Supplier does not process Personal Information of the Customer or staff members of the Customer. For all purposes relating to the use of the Software, the Supplier acts as an Operator of the Customer insofar as the Supplier may process personal information collected by the Software.
- 9.3 The Customer shall ensure that the use of the Software is disclosed to staff members of the Customer or to any other person whose Personal Information may be processed by the Software.
- 9.4 **The Customer acknowledges that it will be the Responsible Party with regards to the processing of Personal Information and that the Supplier only acts as Operator on behalf of the Customer.**
- 9.5 The Customer hereby indemnifies the Supplier against any claim from any person instituted against the Supplier relating to the processing of Personal Information and stemming from the Customer's use of the Software.

## 10. FORCE MAJEURE

- 10.1 The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of service providers or sub-

contractors, provided that the Customer is notified of such an event and its expected duration.

## 11. BREACH

11.1 In the event of a breach by a Party (the “Contravening Party”) of its obligations in terms of this Agreement, the other Party (the “Innocent Party”) may, without prejudice to any rights it may have deliver to the Contravening Party a written notice, setting out the alleged breach by the Contravening Party and afford the Contravening Party a period of 7 (Seven) Business Days within which to remedy the breach.

11.2 In the event of the Contravening Party failing to remedy the breach, then the Innocent Party may, without limiting any other rights it may have, at its sole election:

11.2.1 Enforce the terms and conditions of this Agreement; or

11.2.2 Cancel this Agreement and claim damages.

## 12. CESSION

12.1 The Customer may not cede its rights in terms of this Agreement without the prior written consent of the Supplier first being obtained.

12.2 The Supplier may cede and/or delegate its rights and obligations in terms of this Agreement at any time.

## 13. WAIVER, AMENDMENT OR MODIFICATION

No waiver, amendment or modification of any of the terms of this Agreement shall be effective unless reduced to writing and signed by or on behalf of both Parties.

## 14. NOTICES AND DOMICILIUM

14.1 The Parties hereby select for all purposes of this Agreement as their respective *domicilia citandi et executandi* the physical addresses mentioned next to their names in the Information Schedule or any such other address as the Parties may notify each other of in writing from time to time, and choose for the delivery of all notices and/or processes thereto their respective contact particulars as appears next to their names in the Information Schedule.

- 14.2 Any notice addressed by any Party to the other Party shall -
- 14.2.1 if delivered by hand at the address of its *domicilium* in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery; or
- 14.2.2 if sent by e-mail to his e-mail address in terms of this clause, be deemed to have been duly received by the addressee on date of successful transmission thereof.
- 14.3 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of e-mail transmission, shall be adequate written notice or communication to such Party.

## 15. **ARBITRATION**

### 15.1 SURVIVAL OF ARBITRATION CLAUSE

- 15.1.1 This clause is a separate, divisible agreement from the rest of this Agreement and shall -
- 15.1.1.1 not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the Agreement and not to this clause. The Parties intend that any such issue shall at all times be and remain subject to arbitration in terms of this clause;
- 15.1.1.2 remain in effect even if the Agreement terminates or is cancelled for any reason whatsoever.
- 15.1.2 The provision of this clause shall be binding upon that Party's successors in title, assignees, trustees, executives and liquidators

### 15.2 REFERRAL TO ARBITRATION

- 15.2.1 Save as may be expressly provided for elsewhere in this Agreement, any dispute arising out of or in connection with this Agreement or the subject matter of this Agreement that the Parties cannot amicably resolve within 10 (Ten) calendar days after a Party has

formally notified the other Party in writing of the dispute, including without limitation, any dispute concerning -

- 15.2.1.1 the existence of the Agreement apart from this clause;
- 15.2.1.2 the interpretation and effect of the Agreement;
- 15.2.1.3 the Parties' respective rights or obligations under the Agreement;
- 15.2.1.4 the rectification of the Agreement;
- 15.2.1.5 the breach, termination or cancellation of the Agreement or any matter arising out of the breach, termination or cancellation; or
- 15.2.1.6 damages arising in delict, compensation for unjust enrichment or any other claim, whether or not the rest of the Agreement apart from this clause is valid and enforceable,

shall be submitted to and decided by arbitration as set out in this Clause 15.

15.2.2 Either Party may demand that a dispute be settled in terms of this clause by giving written notice to the other Party (“the Dispute Notice”), which Dispute Notice shall contain at least the following particulars -

- 15.2.2.1 the nature of the dispute;
- 15.2.2.2 the legal relief requested; and
- 15.2.2.3 the names of at least 3 (Three) potential arbitrators that comply with the requirements in Clause 15.2.3, that have indicated their availability to preside as arbitrator within the timeframe contemplated in Clauses 15.3.2.4.1 and 15.3.2.4.2.

15.2.3 The arbitrator shall be a senior advocate practising at the Pretoria Bar with proven experience in commercial and business law.

15.2.4 Should the Party receiving the Dispute Notice -

- 15.2.4.1 accept 1 (One) of the proposed arbitrators nominated by the Party who issued the Dispute Notice, the Party who received the Dispute Notice shall within 5 (Five)



calendar days of receipt thereof inform the other Party of its acceptance of a proposed arbitrator, who shall then be formally appointed as arbitrator without delay;

15.2.4.2 not accept 1 (One) of the proposed arbitrators nominated by the Party who issued the Dispute Notice, the Party who received the Dispute Notice shall within 5 (Five) calendar days of receipt thereof inform the other Party of its non-acceptance of a proposed arbitrator and furnish the other Party with the names of 3 (Three) potential arbitrators that comply with the requirements in Clause 15.2.3.

15.2.5 Should the Party who issued the Dispute Notice not accept one of the proposed arbitrators nominated in terms of Clause 15.2.4.2, it shall inform the other Party of such non-acceptance by written notice within 5 (Five) calendar days of receipt of the notice with the names of the proposed arbitrators, in which event the arbitrator shall be appointed at the request of either of the Parties directed to the chairperson for the time being of the Pretoria Bar, or his/her successor in title, subject thereto that the arbitrator so appointed must comply with the requirements in Clause 15.2.3 and must have indicated his/her availability to preside as arbitrator within the timeframe contemplated in Clauses 15.3.2.4.1 and 15.3.2.4.2.

### 15.3 ARBITRATION PROCEEDINGS

15.3.1 It is a material provision of this Clause 15 that the Parties shall exercise their rights and perform their obligations in such a manner as to limit the costs and expenses of the arbitration proceedings as far as reasonably possible.

15.3.2 That arbitration shall be held -

15.3.2.1 at Johannesburg, as far as possible at the principal place of business of the Supplier, alternatively at a mutually agreed upon arbitration venue;

15.3.2.2 in English;

15.3.2.3 with only the Parties and their representatives present thereat; and

15.3.2.4 *mutatis mutandis* in accordance with the rules promulgated in terms of the Supreme Court Act (Act No 59 of 1959) and the rules of practice of the High Court of South Africa, Gauteng Division, Pretoria ("the Rules"), subject to the following -

- 15.3.2.4.1 all of the time periods recorded in the Rules shall be halved for purposes of the arbitration, as the expedited settlement of the dispute referred to arbitration is of the essence of this Agreement; and
- 15.3.2.4.2 notwithstanding the provisions of Clause 15.3.2.4.1, the Parties and the appointed arbitrator shall have the obligation without delay after the appointment of the arbitrator, to meet, discuss and determine the shortest possible timelines for each step in the arbitration proceedings and the finalisation thereof, with the express view to curtail the time periods to less than half of the time periods prescribed in the Rules where possible, to ensure that the final arbitration award is made no later than 90 (Ninety) calendar days from the date that the arbitrator is appointed. If no agreement can be reached on shorter time periods as contemplated in Clause 15.3.2.4.1, then the Parties will be bound to the time periods in Clause 15.3.2.4.1.
- 15.3.3 If, at any time after the Parties agreed to an arbitrator to be appointed, but before the commencement of the exchange of pleadings, it become apparent that the arbitrator will not be available to preside as arbitrator in their arbitration proceedings due to his/her unavailability and which unavailability will materially affect the timeline agreed to in Clause 15.3.2.4.2, the Parties shall immediately request the chairperson of the Pretoria Bar to appoint an arbitrator that meets the requirements in Clause 15.2.3 and will be able to meet the agreed timelines in Clause 15.3.2.4.2.
- 15.3.4 The arbitrator may make any interim or provisional awards as he may consider appropriate including, without limitation, *ex parte* awards, declaratory orders, interdicts and awards for specific performance, damages, interest, security for costs and restitution pending his final award.
- 15.3.5 The arbitrator shall be obliged, when delivering his award, to give his reasons therefor as though it were a judgement of the court.
- 15.3.6 The Parties irrevocably agree and undertake with each other that any award that may be made by the arbitrator -
- 15.3.6.1 shall be final and binding upon them, subject only to the right of appeal; and

15.3.6.2 will be carried into effect without delay.

15.3.7 Once the arbitrator's award has been made, any Party to the arbitration shall be entitled (but not obliged) to apply to the High Court of South Africa having jurisdiction, to have such decision made an order of court. Such application, if launched, shall not have the effect of delaying or suspending the arbitrator's decision. The court, hearing the application, shall determine the costs occasioned in bringing such application.

#### 15.4 RECORDING OF PROCEEDINGS

15.4.1 The oral evidence of witnesses shall be recorded in such manner and to such extent as the parties may agree, or failing such agreement, as the arbitrator, after consultation with the Parties, directs.

15.4.2 In the event of any agreement or directive as referred to in Clause 15.4.1 at any time not being carried out, the arbitrator shall himself, in such manner as he sees fit, keep a record of the oral evidence of witnesses.

15.4.3 The arbitrator shall retain all pleadings and other documents delivered by all Parties or submitted to the arbitrator, and all interim and final awards made by him, and all reports furnished to him, and all notes kept by him of oral evidence or argument which was not otherwise recorded, and of a transcript of evidence and of argument recorded otherwise than by the arbitrator and furnished to the arbitrator by the Parties or any of them. Upon conclusion of the arbitration proceedings the arbitrator shall keep the file for at least 12 (Twelve) months.

#### 15.5 COSTS OF ARBITRATION

15.5.1 The Parties shall, up to and until an arbitration cost award has been made, equally contribute towards the arbitrator's fees and all other disbursements relating to the arbitration. Failure to make payment of any amount due by a Party to the arbitration proceedings within 7 (Seven) calendar days of the earlier of -

15.5.1.1 a written request for payment; or

15.5.1.2 receipt of an invoice for payment;

shall represent a material breach by the defaulting Party of a term of this Agreement, with all the consequences attaching thereto.

- 15.5.2 The costs arising out of and in connection with the arbitration shall be determined by the arbitrator, but only after giving the Parties an opportunity to present argument on the question of costs.
- 15.5.3 The arbitrator shall, when he awards costs, direct the scale on which such costs are to be taxed and be recoverable.
- 15.5.4 A Party in whose favour or against whom an order for costs has been made by an arbitrator, shall be entitled to have the amount of such costs taxed according to law, by the arbitrator. In settling or taxing the costs the arbitrator may, with the written agreement of the Parties and of a taxing consultant, whose fees the Parties have in writing undertaken to him to pay, engage the services of such taxing consultant to assist him.
- 15.6 The receipt by any Party of a Dispute Notice shall constitute the service of a process for the purposes of interruption of prescription in terms of the provisions of Section 15 of the Prescription Act (Act 68 of 1969) or the corresponding provision in any amendment thereto or replacement legislation.
- 15.7 This clause does not prevent the Parties from obtaining relief on an urgent basis from a court with the necessary jurisdiction, pending the decision of the arbitrator.

## 16. **BINDING EFFECT OF THE AGREEMENT**

The Parties confirm that they have the power to enter into and perform their obligations under this Agreement and that they have taken all necessary actions to authorise the execution, delivery and performance of this Agreement, and this Agreement constitutes valid and binding obligations of the Parties and is enforceable against the Parties in accordance with its terms.

## 17. **SEVERABILITY**

- 17.1 Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17.2 In the event that it is proved in a competent court or arbitration forum that a particular provision or the whole of the Agreement is illegal, invalid or unenforceable, the Option Giver will be afforded an opportunity to rectify the cause of complaint within 30 (Thirty) Business Days of an order in this regard being made.

## 18. GENERAL

### 18.1 ENTIRE AGREEMENT

The Parties hereby acknowledge that the Agreement concluded between them constitutes the entire Agreement between them and that no other conditions, stipulations, warranties nor representations whatsoever, have been made by any Party or that Party's agent, other than as specifically included herein.

### 18.2 NO INDULGENCE

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of any payment provided for in this Agreement or the performance of any other obligation shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of or otherwise affect any of that Party's rights in terms of or arising from this Agreement, or prevent such Party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

### 18.3 NO VARIATION

The Parties agree that no variation of, addition to, consensual cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect, unless such amendment or cancellation is reduced to Writing and signed by all the Parties or their authorised representatives hereto.

### 18.4 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute the same instrument.

### 18.5 CONTINUED ENFORCEABILITY

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

18.6 INDEPENDENT LEGAL ADVICE

Each of the Parties hereby respectively agrees and acknowledges that -

18.6.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

18.6.2 each provision of this Agreement (and each provision of the annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

**ANNEXURE "A"**

**INFORMATION SCHEDULE**

**1. THE SUPPLIER**

Registered Name	Statz Company Proprietary Limited
Registration number	2020/669101/07
Telephone number	010 447 5443
Mobile number	
E-mail address	info@workstatz.com

**2. LICENSE FEE PAYABLE TO SUPPLIER PER LICENSE**

As per activation proposal

