

## ROAD SIGN DESIGN UNLIMITED LICENSE AND SERVICE UPGRADE CONTRACT

COMPANY / CLIENT INFORMATION			
Company name		Reg No.	
Physical address		Postal address	
Postal code		Postal Code	
Telephone number		Fax number	
Contact information			
Contact person		E-mail Invoice to	
Designation		Cell number	
Tel number		Fax number	

### LICENSE AGREEMENT

This software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This software is licensed, not sold.

The Road Sign Design Unlimited © software has been developed by TrafSoft according to the regulations as set out in the SADC Road Traffic Sign Manual. Every design aspect has been taken into account in the development of this product. However, the responsibility rests with the user to ensure that submitted signs for manufacture are correct and that the user is conversant with sign design principles.

This software is provided by TrafSoft CC "as is" and any expressed or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall TrafSoft CC be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

This software as provided by TrafSoft CC remains the express property of TrafSoft CC, and the right to use this software is granted to the license holder by TrafSoft CC under the conditions as set out in the Service Maintenance Agreement.

All rights of any kind in this software which are not expressly granted in this License or the Service Maintenance Agreement are entirely and exclusively reserved to and by TrafSoft CC. You may not rent, lease, modify, and translate, reverse engineer, decompile, disassemble, or create derivative works based on, this software, nor permit anyone else to do so. You may not make access to this software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.

If payment is to be made on invoice, monthly and annual fees in advance must be paid when the contract is entered into. Payment can either be directly transferred into Trafsoft cc' account (deposit slip / evidence of internet banking transfer to be faxed to (012) 567 0785) or by cheque. Refer to section for Trafsoft cc' banking details.

## GENERAL TERMS AND CONDITIONS

### 1. COMMENCEMENT, DURATION AND TERMINATION.

This agreement shall, save as expressly indicated to the contrary in any specific product application form, commence upon acceptance of the application by Trafsoft cc and payment date of that month, shall continue for a period of one year, provided that either party shall be entitled to terminate this agreement on one month's written notice to the other to that effect.

On termination by Client, the Client understands that the initial purchase of the software is forfeited. Should Client wish to make use of the software at a later stage, the software will again need to be purchased at the current price at the time.

### 2. PAYMENT

- 2.1. Trafsoft cc shall invoice the client at the beginning of every month in respect of the monthly fees and any other fees payable in terms of this agreement and the total invoice shall be payable by the client to Trafsoft cc on the date of the invoice.
- 2.2. During the first year of the agreement, the client shall be charged on a pro rata basis.
- 2.3. Trafsoft cc shall be entitled to increase any charges payable by the client on thirty days notice, which may include e-mail notifications.
- 2.4. Should the client fail to pay any amount owing to Trafsoft cc on due date, Trafsoft cc shall be entitled, in its discretion and without prejudice to any other rights which it may have, to cancel this agreement notice to the client, or to suspend performance of its obligations pending full payment by the client.
- 2.5. In the event that the client's payment is outstanding for 45 days after invoice date, Trafsoft cc shall be entitled to charge the client a re-connection fee of R500.00.
- 2.6. Should payment for the annual license not be received after 90 days (three months) of invoice, the initial software sale will be nullified; a new software package will have to be purchased at the current price at the time.
- 2.7. In addition to the foregoing, Trafsoft cc shall be entitled to charge interest on the outstanding balance owed by the client at a rate of 16% per month.
- 2.8. The current cost for this agreement is R 9 000.00 annually.

### 3. DISCLAIMER FOR LIABILITY

- 3.1. The client shall have no claim against Trafsoft cc and the client hereby indemnifies and holds Trafsoft cc free from liability in respect of any loss or damage:
  - 3.1.1. Caused by or arising from any fact or circumstances beyond the reasonable control of Trafsoft cc; or
  - 3.1.2. If such loss or damage is consequential of incidental loss or damage or
  - 3.1.3. Any downtime, outage, interruption in or unavailability of the server of the Trafsoft cc network as a result of or attributable to any of the following causes:
  - 3.1.4. Software service, repairs, Service Upgrade, upgrades, modification, alterations or replacement;

- 3.1.5 System downtime for any reason (including, but not limited to, service, repairs, routine Service Upgrade, agreed Service Upgrade, environmental Service Upgrade, upgrades, modifications, alterations, replacement or a relocation of premises);
  - 3.1.6 Any breakdown of whatever nature and howsoever arising in any of the services provided by Telkom (including but not limited to, line failure) or in any international service or remote mail servers;
  - 3.1.7 The non-performance or unavailability, of whatever nature and howsoever arising of external communications networks to which the server of the Trafsoft cc network is connected
- 3.2. Trafsoft cc reserves the right to take whatever action it deems necessary at any time to preserve the security and reliable operation of the Trafsoft cc network and the client undertakes that it will not do or permit anything to be done which will compromise the security of the Trafsoft cc network.
- 3.3. Where a disaster recovery service is not implicitly contained in this document or in a Service Level Agreement or any document appended hereto the following is applicable: Although Trafsoft cc shall use reasonable endeavours to provide disaster recovery, Trafsoft cc does not specify any recovery time, nor shall Trafsoft cc be liable for any loss or damage of whatever nature incurred or suffered by the client from any cause whatsoever as a result of Trafsoft cc' failure to provide, or delay in providing, or providing only partial disaster recovery. The client is accordingly advised to make back-ups of its data. Nothing in this paragraph should be construed as a representation that any back-ups of data implemented by the client will be successful or in any way will avoid disaster.
4. SERVICE UPGRADE AND REPAIR
- Trafsoft cc may temporarily suspend its obligations in terms of this agreement in order to service, repair, maintain, upgrade, modify, alter, replace or improve any of Trafsoft cc' services. Where the circumstances permit, Trafsoft cc shall use it's best endeavors to provide prior notice of any such suspension to the client. The client shall not be entitled to any setoff, discount, refund or other credit in respect of any such suspension of service nor in respect of any suspension which is beyond Trafsoft cc' control.
5. DOMICILIUM
- 5.1. The parties choose *domicilium citandi et executandi* ("domicilium") for the purposes of giving any notice, the payment of any sum, the service of any process and any other purpose arising from the agreement at the address specified in the application form.
- 5.2. Each of the parties shall be entitled from time to time by written notice to the other party to vary his domicilium to any other address within the Republic of South Africa, which is not a post office box or *poste restante*.
- 5.3. Any notice required or permitted to be given in terms of the agreement shall be valid and effective only if given in writing.
- 5.4. Any notice given and any payment made by one party to another ("the addressee") which
- 5.4.1. Is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 5.4.2. Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7<sup>th</sup> (seventh) day of posting;
  - 5.4.3. Is transmitted by telefax or e-mail shall be deemed (in the advance of proof to the contrary) to have been received within 1 (one) hour of transmission where it is transmitted during normal business hours and within 2

(two) hours of the commencement of business on the following business day where it is transmitted outside those business hours.

5.5. The parties agree that any dispute arising from this agreement shall fall within the jurisdiction of the Pretoria Magistrates Court.

5.6.

## 6. GENERAL

6.1. This document constitutes the sole record of the agreement between the parties and no addition, variation or agreed cancellation of this agreement shall be of any force of effect unless in writing and signed by or on behalf of the parties;

6.2. No party shall be bound by any express or implied term, representation, warranty or the like which is not recorded in this agreement;

6.3. No extension of time or indulgence which one party (the grantor) may grant to the other (the grantee) shall constitute a waiver of any of the rights of the grantor who shall not be precluded from exercising any past or future rights against the grantee.

6.4. The software and licenses may not be shared between consultants.

6.5. The annual license are dedicated per machine ID.

6.6. Trafsoft CC reserves the right to transfer licenses from machines as requested, per instance requested.

## 7. SOFTWARE GENERAL

7.1. The client shall for the duration of this contract have the right to use the software for commercial purposes, save for the purpose of reselling, and any alteration and /or development thereto shall be exclusively done with the written agreement of Trafsoft cc.

7.2. The client agrees that

7.2.1. Any software installed and developed under this agreement shall not under any circumstances whatsoever be sold, offered for sale or transferred in ownership or by cession of rights during the period of the contract or after the termination of the contract, in which event the client shall be liable for any damages that may arise as a result of such a breach of contract;

7.2.2. Copyright of all software installed and / or developed will remain the sole property of Trafsoft cc.

7.3. For the security and protection of existing clients, the "Roads Signs Design Unlimited" software's source code is in safekeeping at the offices of their attorneys namely Deon Viljoen Attorneys. In the unlikely event that Trafsoft no longer functions as a company, the client has the right to obtain a software package if and when that company's software fails.

## 8. BREACH

If either Trafsoft cc or the client breaches any term of this agreement and fails to remedy such breach within seven days of written notice requiring it to do so, then the party not in breach shall be entitled, but not obliged, without prejudice to any rights or remedies which it may have or claim to claim immediate performance and/or payment by the party in breach.

9. Service Upgrade includes:

(a) Any new symbols approved in the Government Gazette

- (b) Any new arrow clusters that may arise.
- (c) Prompt reaction to any queries
- (d) Support with installation if needed
- (e) Support with problematic signs

Support Upgrades:

All new upgrades to the software at least twice a year.

**ACKNOWLEDGEMENT**

The client acknowledges that the provision of the services and products is subject to the terms and conditions attached hereto and that the general terms and conditions relating to specific products are incorporated into and form part of the agreement between Trafsoft cc and the client. I have read the terms and conditions contained herein and agree to be bound by such terms and conditions and the terms and conditions relating to the specific products.

Thus done and signed \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Client (Print Name) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
JP FARRELL  
Trafsoft cc (Print Name)



Signature

2017-01-01

\_\_\_\_\_  
Owner  
Capacity

**TRAFSOFT CC BANKING DETAILS**

Account holder:	Trafsoft cc
Bank:	Standard Bank
Account number:	410 406 430
Account type:	Cheque
Branch code:	01 26 45 40