



INDLELA (INFORMATION) MANAGEMENT SYSTEMS (Pty) Ltd

## projectIMS LICENCE AGREEMENT

### 1. COPYRIGHT AND OWNERSHIP

The **projectIMS** software application and its related products (including but not limited to the P<sup>4</sup> Management Guide and the CCA Assessment Tool) hereinafter collectively referred to as “The Product”, are (is) owned by Indlela Management Systems (Pty) Ltd t/a “Information Management Systems” or “IMS” (Reg No 2005/005678/07) or its successors in title (and hereinafter referred to as “IMS”), and is protected by international copyright laws and international treatise provisions.

The User is hereby permitted for the period enabled by the payment of the relevant licence fee (hereinafter referred to as “The Fee”) and at IMS’s sole discretion, to utilise the System under the terms and conditions set out herein. This licence agreement confers no title to or ownership in the product, and in utilising the system for any purposes whatsoever, the User accepts that the product may not be error free and furthermore agrees to all other terms and conditions set out herein, as amended from time to time and viewable to the User from the Licence Agreement icon on the Login Page (and all subsequent screens in the System) or via the Library Button\Help and Training on the main Navigation Bar.

### 2. LICENCE AND PAYMENT OF FEE:

The User agrees to pay a Monthly Licence Fee (hereinafter “the Fee”) the quantum of which is to be determined in accordance with Table 1 below, but subject to annual increments to be determined and published by way of updating this Licence Agreement (see Clause 5. Variations below), at the discretion of IMS:

**Table 1: Licence Fee Payable in Currency of Country of Residence/Operation (April 2012) excl VAT/GST\***

Designation (eg C1DB)	Best Annual Turnover (over last 3 Years) in Local Currency	IMS PLAN Monthly Licence Fee incl Super-User	IMS LIVE Monthly Licence Fee incl Super User	ADDITIONAL USER MONTHLY LICENCE FEE In Local Currency
1	250 000.00	250.00	250.00	300.00
2	500 000.00	300.00	300.00	300.00
3	1 000 000.00	350.00	350.00	300.00
4	2 000 000.00	500.00	500.00	300.00
5	5 000 000.00	700.00	700.00	300.00
6	10 000 000.00	1 000.00	1 000.00	300.00
7	25 000 000.00	1 500.00	1 500.00	300.00
8	100 000 000.00	2 000.00	2 000.00	300.00
9	300 000 000.00	3 000.00	3 000.00	300.00

\*subject to minimum of US\$30 per Module for Level 1 and per Additional User for Designation 1

The User furthermore agrees to allow IMS to institute a Monthly Stop or Debit Order for the said Fee, against the User’s Bank account as per the details provided by the User, under “Manage Company Details” (“Company” button on the main Navigation Bar of the system)\Bank Account Details); and to record the value of the User’s Active Projects in order to make an annual, unilateral, corrective adjustment to the Licence Level where turnover exceeds the User-indicated Licence Level subject to the proviso that such correction shall not be retrospective (corrective adjustment will be applied henceforth only).

Failure by the User to provide Banking Details in the field provided shall indicate the User’s preference to pay a monthly or annual upfront fee manually, by direct deposit to IMS in which case the monthly fee should be multiplied by 11 Months (1 month’s discount available to annual subscription Users). Should the User fail to provide Banking Details AND fail to pay the fee directly to IMS, or alternatively, should an automated or direct deposit by the User be dishonoured, then IMS shall have the right, in terms of this Licence Agreement, to suspend without Notice, the User’s access to the system. Failure by IMS to immediately suspend the User’s access, or alternatively, electing to provide Notice of Suspension to the User without immediate suspension shall not be construed as a waiver of IMS’s right to suspend the User’s access without Notice. Any latitude or temporary concession by IMS to the User, including the provision of a free (trial) access period, shall in no way derogate from IMS’s right to enforce the provisions of this agreement, including the right to suspend the User’s access to the system without Notice.

### 3. LICENCE ACTIVATION AND SUSPENSION

In consideration of the User's due payment of the licence fee, IMS grants to the User the non-exclusive right to utilise the product for the User's own internal purposes according to the number of licences issued, for the period of validity. The validity of the licence is for the period for which the Fee has been paid up-front, notwithstanding IMS's right to grant the User a free trial period for promotional purposes or other reasons. IMS reserves its right to suspend the User's licence and deny the User access to the User's data in the event of non-payment of the relevant subscription fee, or for any other reason which it is not obliged to furnish; and the User hereby indemnifies IMS (Pty) Ltd, and holds it harmless for any damages or loss resulting from such suspension, whatever the reasons and whether or not such suspension was intentional or unintentional.

The Licence does not confer on the User the right to sell, lease, distribute or otherwise transfer the product or the licence to any third party, whether such transfer is for gain or not. The licence is limited to a single legal entity as User (juristic or natural person), with any additional User licences agreed between the Parties and according to which the User's subscription fee is calculated. Any attempt to transfer the licence to a third party which is not the holder of a valid licence, regardless of that third party's relationship to the valid licence holder, constitutes a breach of this agreement and may result in immediate suspension without notice and may result in legal action against the licence holder by IMS; and IMS reserves all its rights in this regard.

### 4. DISCLAIMER:

IMS makes no representations as to the accuracy or suitability of this product for the purposes intended by the User, and specifically disclaims any warranty of the product to any ends. IMS further accepts no responsibility for any intended or accidental system changes or alterations to the User's computer or operating system data, or loss thereof, or for any other damages arising from the User's use of the software.

To the extent limited by local and international law, IMS excludes any and all warranties, and the User's remedies are limited to reimbursement of one (1) month's subscription fees.

The User agrees therefore, that in utilising this product he/she does so entirely at their own risk and shall have no recourse against Indlela Management Systems (Pty) Ltd t/a IMS or any other parties involved in the development, coding, distribution and sales of the product, save for the reimbursement of a maximum of 1 month's Licence Fees as indicated above.

### 5. VARIATIONS:

IMS shall have the right to vary the Terms and Conditions of this Agreement, including the Fee set out at Table 1 above from time to time, but shall be obliged to:

1. Issue notice of such changes to the User as per the contact details provided under Company Details in the System, and
2. To make available to the User, a copy of the current version of this agreement by means of a hyperlink in the system (including on the Login page in order that suspended Users may still have access to it).



Haydn Osborn  
Chief Executive Officer  
(June 2012)