

END USER LICENSE AGREEMENT (EULA)

IMPORTANT! This agreement sets out the terms and conditions (the "Agreement") which govern your use of the Product as defined below. This is a legal agreement between you (either an individual or a single entity) and Prosource Data Software Solutions (Proprietary) Limited for the Prosource software that accompanies this EULA, which includes associated media and Prosource Internet-based services. An amendment or addendum to this EULA may accompany the Product.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY IN ANY WAY INSTALLING, COPYING OR OTHERWISE USING THE PRODUCT OR ANY PART THEREOF, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR OTHERWISE AND IN ANY WAY USE THE PRODUCT OR ANY PART THEREOF BUT RETURN IT TO YOUR SUPPLIER WITHIN FIFTEEN (15) DAYS FOR A REFUND.

Please read this Agreement carefully before accepting the End User License Agreement (EULA), or before entering the Prosource Web Site or subscribing to or making use of the Product. You may wish to retain this Agreement for your future reference.

The Product and Data Files are not sold; they are licensed. The Company grants you the right to use the Product indefinitely subject to the terms and conditions set out in this Agreement.

The Product is protected by copyright laws and international copyright treaties.

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:

"the Company" means Prosource Data Software Solutions (Proprietary) Limited, registered within the Boundaries of South Africa, registration number 1998/017925/07;

"you" or "your" means the Licensee under this Agreement as stated on the License Certificate;

"Effective Date" means the date of commencement of this License, this being the day that you activate the product;

"License" means the license granted to you pursuant to this Agreement and the License Certificate;

"License Certificate" means the certificate sent or to be sent by the Company to you granting a licence to you to use the Product in accordance with this Agreement and references in this Agreement shall include the License Certificate;

"License Period" means the Initial License Period and thereafter whilst this Agreement is continuing;

"License Fee" means the initial license fee and thereafter whilst the Agreement is continuing;

"Product" means the product Address Lookup Genius and Address Inspector Genius, licensed by the Company pursuant to this Agreement as set out on the License Certificate(s) and shall include all computer software, the data supplied with it, any associated media, electronic documentation and printed materials and if applicable any Site;

"Product Update" means an updated version of the Product or any part of it;

"Product Update Fee" means the Product update fee (if any) payable by you pursuant to clause 3.1 as published by the Company in respect to the Product from time to time;

"Product Activation" or "Mandatory Activation". THERE ARE TECHNOLOGICAL MEASURES IN THIS PRODUCT THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE PRODUCT. You may not be able to exercise your rights to the Product under this EULA after a finite number of Product launches unless you activate your copy of the Product in the manner described during the launch sequence. You may also need to reactivate the Product if you modify your computer hardware or alter the Product. The Company will use those measures to confirm you have a legally licensed copy of the Product. If you are not using a licensed copy of the Product, you are not allowed to install the Product or future Product updates. The Company will not collect any personally identifiable information from your device during this process.

"Product Key " means the serial number issued with the purchase of the product, this key being used to control the number of connections that may use the Product concurrently;

"User" means any person, firm, company, institution, organisation or other legal entity throughout the world;

"Licensed Users" means the number of Users that may use this Product simultaneously when their computers are linked together by means of a Network pursuant to this Agreement as set out in the License Certificate;

"Authorised User" shall mean any individual who is employed or engaged under contract as part of your staff, whether on a temporary, permanent, or visiting basis and whom you wish to authorise to have access to the Product or any part thereof;

"Computer" means any computer, terminal or workstation owned or used by you;

"Licensed Computers" means the number of Computers on which the Product may be installed pursuant to this Agreement as set out in the License Certificate;

"Data File" means the data files containing the street, post office and other data, commonly referred to by the Company as the "DGS tables";

"Data License" means the rights granted to you, to install, download and use the data file;

"Data License Fee" means the data license fee (if any) payable by you pursuant to clause 3.1 and to clause 3.2 as published by the Company in respect to the Product from time to time;

"Data License Period" means the initial Data License Period of twelve months from the Effective Date or such other period as may be notified by the Company to you in the License Certificate or otherwise;

"Insolvency" means in respect a Licensee the presentation of a petition for winding-up, bankruptcy, or administration or the convening of a meeting for the purpose of considering the same, the convening by the Licensee of a meeting of its creditors, or the appointment of a trustee, receiver, administrative receiver or similar officer in respect of all or any part of the business and assets of the Licensee;

"Intellectual Property" means the text, graphics, images and other material, and the organisation thereof and trademarks, software, copyrights, patents, trade secrets, processes and methods, know-how and other intellectual property rights embodied in or incorporated in the Product, and any tangible copies and expressions thereof;

"Network" means any electronic communication between two or more computer terminals linked together through computer software and/or telecommunication satellite cable or broadcasting services or through any other medium now known or hereinafter invented;

"Connection/s" means the connecting of a Computer to the Server Control;

"Server Control" means an application supplied with the Server version of the Product, used to control the amount of concurrent Connections to the Product. The amount of Connections is indicated on the License Certificate and is activated by the Product Key supplied;

"Site" means any website supporting the Product;

2. Grant of License:

Standalone Version

2.1 The Company hereby grants to you the non-exclusive right for the License Period to install one copy of the Product on the Licensed Computer only on the terms and subject to the conditions set out in this Agreement. The Product may not be accessed and used or shared between or in any way accessed and used from, either on or off Network, any Computers, other than the Licensed Computer irrespective of whether such access or use is concurrent.

2.2 If you intend to install, use or access the Product on or from more than one computer or to share the Product between or in any way access it from, either on or off Network, by more than one Licensed User, then separate License Agreement(s) relating to the number of other Users intending to use the Product or any part thereof must first be entered into with the Company.

2.3 The Company shall be entitled to sell or grant Licenses of the Product or any part thereof to any User and nothing herein contained shall prevent the Company from compiling contributing to, publishing, marketing or licensing any other product in any way similar to the Product.

2.4 You shall have the right to load and store the Product on the Licensed Computers only and subject to the provisions of this Agreement to give access from the Licensed Computers to the Product only to Authorised Users.

Server Version

2.5 If you intend to install and use the Product on or from more than one computer or to share the Product between or in any way access it from, either on or off Network, by more than one Licensed User, you may, License permitting, install the Server version. If installing the Server version, you may install the Network Client on as many Computers as you like in one local Network. The Server Control of the Product will control the number of concurrent Connections being able to connect to the Product. The number of the concurrent Connections being able to connect to the Server is activated by the Product Key supplied with the Product.

3. License Fees:

3.1 In consideration of the License granted to you under this Agreement you shall, pay to the Company on receipt of the invoice in respect thereto the Product License Fee, the first year Data License Fee (if any) at the Company's prevailing price for such fees in respect of the Product and

Data License.

3.2 All fees payable pursuant to this Agreement are stated by the Company exclusive of Value Added Tax which, if payable, shall be paid by you on presentation of an appropriate VAT invoice.

3.3 On the anniversary of your Data License Period, you may elect to renew your Data License. If so electing, then you will pay to the Company a fee as published by the Company in respect to the Data License from time to time.

3.4 The Company will notify you from time to time of any Product updates. If so electing to update your Product, then you will pay to the company a fee (if any) as published by the Company in respect to the Product updates from time to time.

3.5 If you default in making payment of any sum payable by you pursuant to this Agreement then the Company shall be entitled (without prejudice to any other right or remedy it may have) to charge you interest on the outstanding sums at the rate of 2% per annum above the Company's chosen Bank's prime rate of lending from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award is made). You will also not be allowed access to any Product or Data File updates or support from the date payment became due to the date actual payment is made.

3.6 The Company may increase any fees payable pursuant to this Agreement at any time without having provided you with notice thereof prior to any such increase.

4. Your Obligations

You shall not:

- (i) transfer the Product from the Computer it was originally installed on or load it on to any other Computer without having made a prior written request to the Company for permission to do so, which permission may be refused in the Company's absolute discretion;
- (ii) reverse engineer, decompile or disassemble the Product in any way;
- (iii) separate the component parts of the Product for use on more than one Computer;
- (iv) retain or make any copies of the Product other than the Product as provided to you by the Company pursuant to the terms of this Agreement and for a copy to be used for back-up purposes only;
- (v) extract the Data file or any other Product Data from the Product other than as part of the bona fide address management task you undertake or unless the prior consent of the Company has been obtained in writing display the Product on the internet or elsewhere or make it available to anyone other than an Authorised User;
- (vi) without prejudice to the generality of the foregoing, do anything with the Product which is in breach of or otherwise inconsistent with the moral rights of the Company;
- (vii) post or transmit through the Product or the Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law, or which, without the Company's express prior approval, contains advertising or any solicitation with respect to products or Products; or take any action which the Company in its absolute discretion considers will restrict or inhibits any other User from using or enjoying the Product.

5. Product Updates, License Renewals and Support

5.1 The Company shall provide quarterly Data File updates for the duration of this Agreement. These Data Files may be downloaded free of charge, subject to the terms and conditions as set out in this Agreement, from the Company's website. Only at your specific request, will the Company forward you the Data Files by the means requested by you. The cost for forwarding you the Data Files will be for your account and at the prevailing fee (if any) for such Data File updates, packaging and delivery fees.

5.2 It is an express condition of this Agreement that should you wish to continue receiving product support after the initial Data License period, that you will renew your Annual Data License from the Company on the anniversary of the effective Date, this being no less frequently than once in every calendar year whilst this Agreement is continuing (or such other frequency as may be notified to you by the Company in the License Certificate or otherwise) at the prevailing price for such Annual Data File updates at the time of such purchase.

5.3 Any Product support requested by you, should you be in possession of a valid Data License, will be provided free of charge during normal working hours of 9am-4pm, Monday - Friday (excluding holidays) by either Internet Electronic Mail (e-mail), World Wide Web (www) publications and documentation or telephone. Any further or subsequent Product support is chargeable at a fee agreed by you and the Company from time to time. Any product support for a Licensed User not in possession of a valid Data License will be chargeable at a fee agreed by you and the Company from time to time.

5.4 Any supplemental software provided by the Company to you as part of or in the course of despatching and providing Product support or in providing Product Updates or Annual License Renewals shall be provided to you at one address only (being the address set out in the License Certificate) and shall be considered part of the Product and the installation or use thereof will be subject to the terms and conditions of this Agreement.

6. Access to the Product

6.1 This clause 6 shall apply where access to the Product and any Site is by means of HTML requests across the internet.

6.2 If you have not received a Product Key and password from the Company after subscribing to the Product, you may not use the customer designated section of the Site. You agree that you will not at any time disclose, transfer or permit any other User to use your Product Key and password. You are responsible for taking all reasonable steps to ensure that no unauthorised User shall have access to your Product Key and password. It is your sole responsibility to:

- (i) control the dissemination and use of Product Key and password;
- (ii) authorise, monitor and control access to and use of your account and Product Key and password; and
- (iii) promptly notify the Company of any need to reset or deactivate your Product Key and password.

The Company reserves the right to freeze or terminate accounts that do not conform to these requirements.

7. Duration of Agreement

7.1 This Agreement shall commence on the date of installing, copying or otherwise using the Product or any part thereof, and shall remain in effect thereafter unless terminated in accordance with this Agreement.

7.2 At the end of the Initial License Period and at each anniversary of the Effective Date this Agreement shall automatically renew for 12 months unless you shall previously have given written notice, to the Company at least one month but not more than three months prior to the expiration of the Initial License Period or each subsequent anniversary of the Effective Date of your intention not to renew the Agreement.

7.3 The Company shall have the right to immediately terminate this Agreement in the event of any conduct by you which the Company, in its sole discretion, considers to be unacceptable, or pursuant to clause 8 below or in the event of your breach of this Agreement or your Insolvency.

7.4 In the event this Agreement shall terminate for any reason whatsoever you shall return the Product to the Company and you shall also delete or cause to be deleted the Product from any and all computer-readable versions and shall provide the Company with a certificate attesting to such deletion.

8. Discontinuation of Product

8.1 The Company shall have the right at any time, without notice, to change, suspend, discontinue, withhold or refuse access to any aspect or feature of the Product or the Site, including, but not limited to, content, hours of availability and equipment and software needed for access or use. The Company may also impose limits on certain features and Products or restrict your access to parts or the entire Product or Site without notice or liability on its part.

8.2 The Company reserves the right at any time to withdraw the Product or any part thereof or terminate this Agreement if the Company ceases, for whatever reason, or no longer retains the right to License the Product or any part thereof, or if, in the Company's sole discretion and on reasonable grounds believes that the Product or any part thereof contains any material which infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Company will in event of such withdrawal give written notice to you and you shall, on receipt of such notice, immediately comply with any of the Company's reasonable instructions with respect to such withdrawn Product.

8.3 The Company may at its sole discretion at any time and without warning withdraw from you or withhold the Product to you or terminate this Agreement if your activities are considered by the Company in its absolute discretion to be inappropriate or unlawful.

9. Marketing

The Company may wish to identify you in its marketing materials as a subscriber or licensee of the Product. Your use of the Product indicates our permission for the Company to use your personal data in this manner unless you notify the Company otherwise, in writing, within ten business days of the date of the Product Activation or License Certificate, whichever is applicable.

The Company may wish to contact you from time to time with regards to, but not limited to, sending you marketing materials, special offers and general Company news. Your use of the Product indicates our permission for the Company to use your personal data in this manner unless you notify the Company otherwise, in writing, within ten business days of the date of the Product Activation or License Certificate, whichever is applicable.

10. Variation of Terms of Agreement and Information

The Company shall have the right at any time to change or modify the terms of this Agreement and the terms and conditions applicable to your use of the Product, or any part thereof, or to impose new conditions, including, but not limited to, changing fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon the Company giving notice thereof (save where otherwise specifically provided in this Agreement), which may be given by means including, but not limited to, posting on the Site, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Your continued use of the Product or the Site after such notice shall be deemed to constitute acceptance of such changes, modifications or additions.

11. Privacy Policy and Public Communications

You acknowledge and agree that any communications made to or by means of any portion of the Site are public. You acknowledge that:

- (i) you have no expectation of privacy in any communication; and
- (ii) no confidential, fiduciary, contractually implied or other relationship is created between you and the Company by reason of your transmitting a communication to any area of the Site or through the Product.

12. Intellectual Property and Ownership

12.1 The Product is the property of the Company or the subject of a license to the Company and is protected by copyright and other intellectual property laws. It is expressly understood and agreed that all of the Intellectual Property is and will continue to be the exclusive property of the Company and/or its suppliers and/or its associated companies or entities. By using the Product and accessing the Intellectual Property, you agree that you will not take any action inconsistent with the Company's or its suppliers' or associated companies or entities' ownership rights and that you will abide by the copyright law and all other applicable international laws in general and the laws of South Africa in specific with respect to such Intellectual Property. Details of the copyright to which the Product is subject is set out on the License Certificate.

12.2 You shall take all necessary measures to safeguard the Intellectual Property and proprietary rights of the Company and its suppliers and associated companies and entities in the Product and without prejudice to the generality of the foregoing shall ensure that:

- (i) each and every part of the Product used by you or any Authorised User in accordance with the License shall be clearly identified as being an extract of the Product;
- (ii) you will keep the License Certificate confidential and divulge it only to Authorised Users;
- (iii) you use your best efforts to ensure that Authorised Users abide by the terms and conditions of this Agreement and in particular but without limitation do not reproduce, redistribute, retransmit, publish or republish or otherwise commercially or in any other way exploit the Product save only as permitted under the terms of this Agreement;
- (iv) you monitor compliance by each Authorised User with the terms of this Agreement and immediately on becoming aware of any unauthorised use by an Authorised User of the Product or any part thereof or other breach of this Agreement take all reasonable steps both to ensure that such Authorised User ceases such activity and to prevent any recurrence of it including where necessary by terminating that Authorised User's access to the Product or any part thereof;
- (v) you use your best efforts to ensure that only Authorised Users are permitted access to and use of the Product;
- (vi) you maintain all copyright notices relating to the Product on all copies of or on any part of the

Product held under your control; and
(vii) comply with all applicable law as it relates to the use or access of the Product.

12.3 Unless expressly agreed by the Company you shall not:

- (i) alter, modify, delete, conceal, obscure, remove or otherwise tamper with the trade marks, trade names, numbers, copyright or other proprietary legends or designations of origin or other means of identification notices or disclaimers used on or in relation to the Product from time to time;
- (ii) do, or authorise any Authorised User or other User to do any act which would or might invalidate or be inconsistent with any Intellectual Property of the Company in the Product and shall not omit or authorise any third party to omit or do any act which by its omission would have that effect or character.

13. Use of Content, Copyright and License to Download Material

The Company owns the copyright or has had Licensed to it all Intellectual Property, and unauthorised copying of any Intellectual Property is prohibited. Subject to this Agreement, the Company grants to you, whilst your subscription to the Data Files subsists, a limited License to download the Data Files, example and instruction pages for the sole purpose of enabling you to make use of the Product in accordance with this Agreement and where applicable have access to the Site. No other licensing rights are granted.

14. Warranties

14.1 The Company warrants that it has the right to license the rights granted to you under this Agreement and that the Product will perform substantially in accordance with the description of the Product provided to you for a period of 90 days from the date of receipt of the Product by you. No other warranties are given by the Company.

14.2 The Company's (and its agents, employees, suppliers' and/or any other third party associated with or in the employ of the Company) total liability under this Agreement, if any, will be limited to the equivalent of the initial License fees paid by you for the Product.

14.3 The warranties set out in this clause 14 are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing, or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

15. Customer Acknowledgements

YOU EXPRESSLY AGREE THAT:

- (i) use of the Product and the Site is at your sole risk. The Company does not warrant that the Product or the Site will be uninterrupted or error free;
- (ii) although the Company has attempted to provide accurate information on the Product to you, the Company does not assume any responsibility for, or make any representation with respect to the accuracy or completeness of such information;
- (iii) the Product or Site is provided "AS IS," and the Company expressly disclaims any implied or expressed warranties or conditions of any kind (except for the warranty provided in clause 14 above), including warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property relating to such Product.;

(iv) you specifically acknowledge that the Company is and will not be liable for any defamatory, offensive or illegal conduct by you or other third party as it relates to the Site and the Product;

(v) the Company and its associated companies and entities, suppliers and agents shall not be liable for any infection by any virus or damage to any computer that results from the use, access to the Product or the Site or downloads of any Intellectual Property therefrom;

(vi) the Company shall not be liable or responsible for any loss or damage caused in whole or in part by the occurrence of any contingency beyond the control of the Company, including but not limited to fires, civil unrest, riots, rebellions, accidents, explosions, interruptions or imperfections in telephone cables or computer systems, network or internet disruptions, electrical disturbances, power failures, satellite malfunctions or interruptions, floods, storms or any similar act or act of God;

(vii) in no event shall the Company its associated companies and entities, suppliers or agents be liable for any damages whatsoever, including (without limitation, special, indirect, consequential or accidental damages, including, without limitation, damages resulting from the use or reliance on the information presented, loss of profits or revenues or cost of replacement of goods save as provided in clause 14 above;

(viii) compliance with data protection laws applying in any jurisdiction where the Product is used by you or otherwise applying to you shall be your sole responsibility and you hereby warrant to the Company that you have and will comply with all such data protection laws in connection with your use of the Product;

(ix) you will provide the Company with all information reasonably requested by it within 7 days of a request by the Company requesting such information and on request provide facilities to the Company during business hours to inspect at your premises any records, documents and Computers in each case for the purpose only of ensuring your compliance with the terms of this Agreement;

(x) the License shall be governed by this Agreement which shall apply irrespective of whether you have provided in any order or otherwise for any other terms and conditions to apply to this License, such other terms and conditions being of no effect.

16. Severability

If any part of this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, it shall to that extent be severed from the remainder of the Agreement, which shall continue to be valid and enforceable.

17. Indemnification

You agree to defend, indemnify and hold harmless the Company, its associated companies and entities, its suppliers and their respective officers, and agents and/or any other third party associated with or in the employ of the Company or such other User from and against all claims and expenses, including legal fees, arising out of your use of the Product and the Site or any use made of your account with the Company.

18. Transfer

You may only transfer, assign sub-License or otherwise deal with the License granted under this Agreement if you have obtained the Company's express written consent which may be refused in the absolute discretion of the Company. The Company may transfer or assign this agreement in its absolute discretion.

19. Applicable Laws

19.1 The terms of this Agreement are governed by South African Law.

19.2 You agree to the exclusive jurisdiction of the South African courts in relation to any dispute, which may arise under this Agreement.

20. Confidentiality

You shall during the term of this Agreement and thereafter keep and procure that your employees, contractors and agents keep secret and confidential all business, technical and commercial information concerning the Company and the Products that you have received or obtained as a result of the entering into of this Agreement save for information which is trivial or obvious or which enters into the public domain other than as a result of a breach of this clause.