PLEASE READ CAREFULLY BEFORE USING THE AGILITY PLATFORM FROM THE WEBSITE.

(We recommend that you should print a copy of this EULA for future reference.)

This End-User Licence Agreement (**EULA**) is a legal agreement between you ("**End-User"** or "**you"**) and **Amoeba Mobile Solutions (Pty) Limited**, 13 Main Road, the Gate Centurion, cnr Akkerboom and John Vorster, Centurion 0157, South Africa ("**Licensor**", "**Us**" or "**We**") for the use of:

- the web-based application software (AgilityGIS), the data supplied with the software, and the associated media ("**the Platform**"); and
- associated electronic documents ("**Documents**").

We license the use of our Platform, and Documents to you based on this EULA. **WE DO NOT SELL THE PLATFORM OR DOCUMENTS TO YOU. WE AND/OR OUR LICENSORS REMAIN THE OWNERS OF THE PLATFORM AND DOCUMENTS AT ALL TIMES.**

IMPORTANT NOTICE:

- **BY REGISTERING, ACCESSING, OR MAKING USE OF OUR PLATFORM FROM THIS WEBSITE OR CLICKING ON THE "ACCEPT" OR "YES" BUTTON YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU (YOUR OFFER FOR THE USE OF OUR PLATFORM AND SERVICES). THE TERMS OF THE EULA INCLUDE, IN PARTICULAR, OUR PRIVACY POLICY DEFINED IN CONDITION 1.7 AND LIMITATIONS ON LIABILITY IN CONDITION 9. OUR ACCEPTANCE OF YOUR OFFER WILL FORM A CONTRACT BETWEEN US.**
- **IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE PLATFORM AND DOCUMENTS TO YOU AND YOU MUST STOP USING THE PLATFORM NOW.**

AGREED TERMS

1. ACKNOWLEDGEMENTS

1.1 The terms of this EULA apply to the Platform, or any of the Services accessible through the Platform ("**Services"**), including any updates or supplements to the Platform, or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Platform or any Service, the terms of an open-source licence may override some of the terms of this EULA.

1.2 You confirm that you are 18 (eighteen) years and older and that this EULA is a binding contract between you and Us and that you hereby agree to be bound by these Terms.

1.3 **Representative of a third party:** If you are an employee or other representative of a business or other entity and you are using the Platform in your representative capacity, then you hereby represent that you are authorised to use the Platform as a representative of the entity and agree to this EULA on behalf such entity.

1.4 **Changes to these Terms and Conditions**

(a) We may need to change these terms to reflect changes in law or best practice or to deal with additional features which We introduce.

(b) We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next log onto one of the websites referred to in condition 1.8. The new terms may be displayed on-screen, and you may be required to read and accept them to continue your use of the Services.

(c) If you do not accept the notified changes, you will not be permitted to continue to use the Platform and the Service.

1.5 **Update to the Platform and Changes to the Service(s).** The Platform may be updated from time to time. Once an update has been implemented, it will be available the next time you log in to the Platform.

1.6 **If someone else owns the phone or device you are using**. You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2(a) ("**Devices"**) and to access the site via the Devices. You and they may be charged by your and their

service providers for internet access on the Devices. **You accept responsibility in accordance with the terms of this EULA for the use of the Platform or any Service on or in relation to any Device, whether or not it is owned by you.**

1.7 **Your Privacy**. The terms of our privacy policy from time to time, ("**Privacy Policy**") are incorporated into this EULA by reference and apply to those Services that are not specified in condition 1.8 as having separate privacy policies. Additionally, by using the Platform or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Platform or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.8 **Service specific terms and conditions**.

(a) We are a technology service provider that enables you to utilize our Platform to record specific activities as part of your or your employer's established processes.

(b) The Platform is used to collect the required information and to report same to your business/your employer to ensure a productive and efficient work process.

(c) Certain parts of the Services that may be available on the Platform will be subject to further terms and conditions, which will be presented to you prior to utilisation of same.

1.9 By using the Platform or any of the Services, you consent to Us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our Platform and to provide any Services to you.

1.10 **Link to Third Party Sites**. The Platform or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and We are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any Platform or services accessible through them.

1.11 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of you agreeing to abide by the terms of this EULA, We grant you a non-transferable, non-exclusive licence to use the Platform on the Devices, subject to these terms, the Privacy Policy, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

(a) Access and use the Platform via a compatible web browser for your personal use (or, where applicable, for your internal business purposes), subject to this Agreement and any applicable usage restrictions;

(b) use the Documents to support your permitted use of the Platform and the Services; and

(c) receive and use any free supplementary software code or updates and corrections of errors as We may provide to you.

3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by any local law, you agree:

(a) not to copy the Platform or Documents except where such copying is incidental to normal use of the Platform, or where it is necessary for the purpose of back-up or operational security;

(b) not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform, Documentation or the Services in any form, in whole or in part to any person without prior written consent from Us;

(c) not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform, Documentation or Services nor permit the Platform or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform and the Services on devices as permitted in these terms;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or attempt to do any such thing;

(e) to keep all copies of the Platform secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Platform;

(f) to include our copyright notice on all entire and partial copies you make of the Platform or Documentation on any medium;

(g) not to provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person without prior written consent from Us; and

(h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service.

(together "**Licence Restrictions")**.

4. ACCEPTABLE USE RESTRICTIONS

You must:

(a) Comply with our **Acceptable Use Policy** when you upload any content via the Platform;

(b) not use the Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform, any Service or any operating system;

(c) not infringe our intellectual property rights or those of any third party in relation to your use of the Platform or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);

(d) not use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

(e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

(together "**Acceptable Use Restrictions")**.

5. YOUR USER ACCOUNT

5.1 In order to use our Services, you must register, create a profile ("Profile") and maintain the Services account ("User Account");

5.2 If you have the option to register or log-in to your account via a third-party network, such as Facebook or Google. If you do so, you hereby authorise Us to pre-populate the registration and other relevant information fields of your account and/or to use such third-party credentials to log you into your account, if you connect your account to a third-party network, you agree to comply with the terms and conditions and policies applicable to such third party.

5.3 You agree:-

(a) To submit to us the information We may require from time to time to enable us to provide the Services.

(b) To maintain accurate, complete, and up-to-date information in your User Account.

(c) That your failure to maintain accurate, complete, and up-to-date User Account information, may result in your inability to access and use the Services or our termination of our contract with you;

(d) That We may use the information you provide us with to submit to our selected service provider to verify who you are, including but not limited to verify whether your account details submitted to us are accurate or not.

5.4 Submission of your information as per the registration form does not automatically give you the right to access the Services. We have the right not to grant you access to a User Account or to revoke such right and disable any user identification code, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this EULA.

5.5 On acceptance of your registration information, you will be allowed to select or be provided with the necessary access credentials or any other piece of information as part of our security procedures. You must treat such information as confidential. You must not disclose it to any third party.

5.6 You are responsible for all activity that occurs under your User Account, and you agree to maintain the security and secrecy (and confidentiality) of your User Account details at all times, and will be liable for all activities and transactions, and any other misuse of the Platform, that occurs through your User Account (whether initiated by you or any third party), except to the extent caused or contributed by Us.

5.7 You may only possess one User Account and may not assign or transfer your User Account to any person.

5.8 You must notify Us in writing at support@amoebatsc.com immediately: -

(a) If the Device is lost or stolen and ensure that the Platform as accessible through the Device is immediately blocked, suspended or deactivated.

(b) if You cannot access your User Account, you know of or suspect any unauthorised access or use of your data, login details or User Account, or the security of your User Account has been compromised in any way.

6. FEES

6.1 **Platform**: there are no fees charged for the use of the Platform.

6.2 **Services**: Services will be subject to Service specific fees and/or subscriptions as published from time to time by Us either on our website or as per the Service specific terms and conditions as per clause 1.8 above.

6.3 **Payment**: see Service specific term and conditions.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 You acknowledge that all intellectual property rights in the Platform, Documents and the Services anywhere in the world belong to Us or our licensors, that rights in the Platform and the Services and any reports or other outputs from the Services are licensed (not sold) to you, and that you have no rights in, or to, the Platform, the Documents or the Services other than the right to use each of them in accordance with the terms of this EULA.

7.2 All trademarks, service marks, trade names, and logos are proprietary to us or used by us with the permission of our third party providers. Nothing contained on in this Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this website without the written permission of us. Your use of the trademarks displayed in this Platform, or any other content, except as provided herein, is strictly prohibited.

8. LIMITED WARRANTY

8.1 We warrant that the Platform will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents and that the Documents correctly describe the operation of the Platform in all material respects.

8.2 We will not be held liable for a breach of one or more warranties, representations and undertakings given at clause 8.1 or elsewhere in this EULA strictly to the extent that such breach is wholly attributable to the use of the Platform contrary to our instructions this EULA, or modification or alteration of the Platform by any party other than Us or our duly authorised contractors or agents. If the Platform does not conform with the warranties, representations and undertakings recorded in clause 8.1, We will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance to your reasonable satisfaction, without prejudice to your other rights under this EULA or at law.

8.3 **OTHER THAN AS AGREED TO UNDER THIS EULA OR THE SERVICE SPECIFIC TERMS AND CONDITIONS, THE PLATFORM AND SERVICES ARE PROVIDED ON A "AS-IS" BASIS, CONSEQUENTLY WE MAKE NO, AND DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,**

INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.4 **WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM. YOU AGREE TO CONDUCT YOUR OWN DUE DILIGENCE TO ASSESS THE ACCURACY, RELIABILITY AND QUALITY OF ALL CONTENT PROVIDED BY THE PLATFORM.**

9. LIMITATION OF LIABILITY

9.1 **YOU ACKNOWLEDGE THAT THE PLATFORM HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS, AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE PLATFORM AS DESCRIBED IN THE DOCUMENTS AND THE SERVICES AVAILABLE MEET YOUR REQUIREMENTS.**

9.2 **WE ONLY SUPPLY THE PLATFORM, DOCUMENTS AND SERVICES FOR GENERAL INFORMATION AND PRIVATE USE. ALTHOUGH WE MAKE REASONABLE EFFORTS TO UPDATE THE INFORMATION PROVIDED BY THE PLATFORM AND THE SERVICE, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT SUCH INFORMATION IS ACCURATE, COMPLETE OR UP TO DATE. YOU USE OF THE INFORMATION VIA OUR SERVICES ARE AT YOU OWN RISK AND YOUR OWN DISCRETION.**

9.3 **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES OUR LICENSORS OR SERVICE PROVIDERS, OR ANY OF OUR OR THEIR DIRECTORS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM OR THE SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PLATFORM OR SERVICES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, DELICT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO YOUR USE OR MISUSE OF THE PLATFORM OR SERVICES OR YOUR BREACH OF THIS EULA. FURTHERMORE, YOU AGREE THAT WE ASSUME NO RESPONSIBILITY FOR THE CONTENT YOU SUBMIT OR MAKE AVAILABLE THROUGH THIS PLATFORM.

11. DURATION AND TERMINATION

11.1 This EULA will commence on receipt by you of our acceptance of your offer to utilise our Platform and Services.

11.2 **Cooling-off period**: Take note that the provision of our Platform is provisioning of software. By accessing the Platform, you 'unseal' the software and therefore no cooling off period shall apply. In terms of our Services, kindly refer to the Service Specific terms and conditions (clause 1.8).

11.3 You may terminate this EULA at any time by closing your User Account. You can close your User Account at any time by following the instructions on the Platform or you can email Us on: support@amoebatsc.com and request Us to close the User Account. We will close same within a reasonable time from receipt of your written request via email.

11.4 You agree that We may, under certain serious circumstances and without prior notice, immediately suspend or terminate your account and/or access to the Services. Cause for such suspension or termination shall include, but not be limited to,

(a) breaches or violations of the EULA or other incorporated agreements, policies or guidelines,

(b) requests by law enforcement or other government agencies,

(c) a request by you (self-initiated user account deletions),

(d) discontinuance or material modification to the Services (or any portion thereof),

(e) unexpected technical or security issues or problems and/or

(f) non-payment of any fees owed by you in connection with the Services.

11.5 Termination of your account may include (i) removal of access to all offerings within the Services, (ii) deletion of your information, files and user content associated with your account, and (iii) barring of further use of the Services.

11.6 Further, you agree that all suspensions or terminations for cause shall be made in our sole discretion and that We will not be liable to you or any third party for any suspension or termination of your account or access to the Services.

11.7 Clauses 7, 8, 9, 10 and this clause 11 shall survive termination of your account and/or this EULA.

11.8 On termination for any reason:

(a) all rights granted to you under this EULA shall cease;

(b) you must immediately cease all activities authorised by this EULA, including your use of any Services;

(c) you must immediately sign-out your User Account from all Devices, and immediately destroy all copies of the Platform and Documents then in your possession, custody or control and certify to us that you have done so;

(d) If you wish Us to remove all your Personal Data from our Services, you can email Us at: support@amoebatsc.com. On receipt of your notice and confirmation that no fees are outstanding We will terminate this EULA and remove your Personal Data within a reasonable time, with the understanding that you have removed all Documentation or other content that you may have downloaded via our Services.

(e) Each Party will promptly return to the other Party all property and materials provided to it by the other Party under this EULA or any Service terms and conditions.

12. CONTACT US / NOTICES BETWEEN US

12.1 **Platform and Service Support** (functionality or any recommendations). If you think the Platform or the Services are faulty or misdescribed or wish to contact Us for any other reason, please email our customer service team at support@amoebatsc.com.

12.2 For any **legal documentation or notices** (hopefully this will never be required) We select the following address:

(a) Physical address: our Premises

(b) Email: legal@amoebatsc.com heading: “Legal”)

(c) (Marked for the attention of: **Legal Department)**

12.3 **How We will communicate with you**: If it is required to send you any legal document or notice you agree that We can send it via electronic mail to your email address in your Service Account or that you have provided us with or if delivery to the aforesaid addresses is not successful then such contact details We may find about you on the internet.

12.4 Any notice to either party which is -

(a) sent by prepaid registered post in a correctly addressed envelope to the address specified for it shall be deemed to have been received, unless the contrary is proved, within 10 (ten) days from the date on which it was posted; or

(b) delivered to the party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or

(c) sent by a Data Message to the addressee shall be deemed to be received as per clause 13.3.

13. ELECTRONIC COMMUNICATIONS

13.1 Data Messages sent from us to you have been sent from our Premises;

13.2 A Data Message is deemed to be sent:-

(a) By us, at the time shown on the message as having been sent, or if not so shown, at the time shown on our information system as having been sent;

(b) By you, at the time when We confirm receipt thereof.

13.3 A data message is deemed to be received:-

(a) By us: only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement further does not give legal effect to that message, unless specifically indicated by us that it does give legal effect to the Data Message;

(b) By you: once it enters your information system.

13.4 All information that are incorporated by using hyperlinks and / or other methods of reference form part of these terms of Use.

13.5 You agree and warrant that a Data Message sent from the Device with the Platform to Us was sent by you.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks or utility services, or legislation or labour unrest (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

(a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

(b) We will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

15. OTHER IMPORTANT TERMS

15.1 This EULA is personal to you and does not give rise to any rights to any other third party.

15.2 Our licensors for purposes of the Platform shall have full rights to act in accordance with this EULA.

15.3 We or our licensors may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA. You may only transfer your rights or obligations under this EULA to another person if We agree in writing.

15.4 If We fail to insist that you perform any of your obligations under this EULA, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

15.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

15.6 Please note that this EULA, its subject matter and its formation, are governed by the laws of the Republic of South Africa. You and We both irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Gauteng Local Division, Johannesburg High Court or a jurisdiction agreed to by the Parties in regard to the enforcement of any rights to all matters arising from this EULA.

This EULA has been entered into on the date you receive our acceptance of your offer to register and access the Platform and Services.