SOFTWARE LICENSE AGREEMENT
-INCLUSIVE OF MAINTENANCE & SUPPORT-

1. INTRODUCTION

This Agreement is entered into between **TURFSPORT (PTY) LTD** (Registration No. 2014/175631/07) (as "the **LICENSOR**") and the **RECIPIENT** as ("the **LICENSEE**"), and **END USER** of **TURFSPORT SOFTWARE** which governs;

(i)   The right to use the Software by the **LICENSEE**,

(ii)   The eligibility to receive Software Updates by the **LICENSEE** and/or

(iii)   The eligibility to receive Software Upgrades or Functional enhancements by the **LICENSEE**, and

(iv)   The support of the Software by the **LICENSOR** [subject to maintenance fees being paid].

"**PART A**" of this Agreement deals with the terms and conditions of licence of the Software. "**PART B**" deals with the provision of Maintenance Services by the **LICENSOR** to a **LICENSEE** and applies only where such services have specifically been subscribed to by the **LICENSEE** and at an additional cost to the standard Licence Fees payable. "**PART C**" of this agreement deals with general terms and conditions that bind and apply to all **LICENSEE'**s.

The Software modules offered by the **LICENSOR** are available on the Website under www.turfsport.co.za. Some modules must be used in combination with other modules and cannot be licensed on their own. In some instances the **LICENSEE** has the choice to either:

(i)   Pay a once-off License Fee [PURCHASED LICENSE] and pay monthly Maintenance Fees or

(ii)   Pay monthly License Fees [RENTAL LICENSE], which fee will include the Maintenance Fee.

The **LICENSOR** will provide a quote to the prospective end user on request. All fees payable by the **LICENSEE** to the **LICENSOR** will be specified on the invoice(s) issued to the **LICENSEE** from time to time.

The rights and obligations of each party under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other party, which consent will not be unreasonably withheld, except that the **LICENSOR** may assign this Agreement to a parent, subsidiary, or any entity that acquires substantially all of its stock, assets or business. For purposes of this clause, a change in Control of Client shall be regarded as an assignment. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

Directors: Gail Petrie| Ryan Clarke | Seboko Moopisa
17 Greenwich Grove, Station Rd, Rondebosch. 7700.
Reg: 2014/175631/07
Version 2014.06

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PART A

2. GRANT OF LICENCE

In consideration of the **LICENSEE's** payment to the **LICENSOR** of the Licence Fees the **LICENSOR** hereby grants to the **LICENSEE** an irrevocable, non-exclusive and non-transferable licence to use the Software and User Documentation for the duration of this Agreement on the terms and conditions set out herein. The **LICENSEE** accepts the licence granted to it in terms of this Agreement and acknowledges that it obtains no moral rights or rights of ownership to the Software or User Documentation whatsoever. One user licence entitles the **LICENSEE** to use one copy of the User Documentation and one copy of the Software which may not be installed on more than one computer simultaneously or, in the case of a local area network licence, may not be accessed or used concurrently by more users than the number of persons specified in the network licence and paid for by the **LICENSEE.**

3. LICENCE RESTRICTIONS

(a)   The **LICENSEE** shall not

(i)   copy, modify, translate or create derivative works based on the Software or User Documentation;

(ii)   reverse assemble, de-compile or reverse engineer the Software, whether in whole or in part, or otherwise attempt to derive any source code;

(iii)   permit, whether directly or indirectly, any third party to sell, lease, encumber, sub-licence, transfer or assign the Software or User Documentation;

(iv)   exploit the Software or User Documentation for commercial gain under any circumstances whatsoever and shall use it for its own business purposes only; or

(v)   remove or alter any proprietary notices, logos or labels on or in the Software or User Documentation.

(b)   The **LICENSEE** agrees

(i)   to use the Software and User Documentation in compliance with all applicable local law, and

(ii)   in recognition that the Software and User Documentation has significant commercial value to the **LICENSOR**, to indemnify the **LICENSOR** in respect of any losses or expenses incurred by the **LICENSOR** as a result of the unauthorised use of the Software or User Documentation by any third party, whether through misuse of the Software or User Documentation by the **LICENSEE** or through any other breach by the **LICENSEE** of this Agreement or through the negligence of the **LICENSEE** or through any other cause.

(iii)   in an instance where their business is sold, the **LICENSEE** will notify the **LICENSOR** in writing and complete the necessary documentation to formalize the ceding of licenses.

(iv)   In the instance where the **LICENSEE** elects to reduce their number of **TURFSPORT** software [purchased]licenses or ceases trading altogether and thereafter wishes to reactivate the licenses or resume trading, the **LICENSEE** understands that a reactivation fee will be charged [per license per month since the licenses were removed].

4.   DURATION

The right to use the licences to the Software commences on the Effective Date and subsists until terminated in terms of the provisions of **CLAUSE 15**. The duration of the further components of the Agreement are set out in the relevant Appendices and are governed thereby.

PART B

5.   AGREEMENT TO MAINTAIN AND SUPPORT THE SOFTWARE SYSTEM

In consideration of the **LICENSEE's** advance monthly payment to the **LICENSOR** of the Maintenance Fees, the **LICENSOR** agrees to furnish to the **LICENSEE** the Maintenance Services for the Software system, described in **PARAGRAPH 7** below.

6.   TERM OF MAINTENANCE AND SUPPORT

Subject to timely payment of the amounts referred to in **CLAUSE 5** above and the **LICENSEE** not being in breach of its obligations under this Agreement, and subject to **CLAUSE 15**, the **LICENSOR** shall provide the Maintenance Services in line with the duration as indicated in **APPENDIX B** which services may be terminated by the **LICENSOR** for any reason what so ever on the giving of 90 (NINETY) calendar   days [unless otherwise stated in **APPENDIX B**] written notice to be delivered by registered mail to the addresses nominated by either Party as its domicilium address in terms of **PARAGRAPH 19** below.

All standard *Software Maintenance Services* shall be provided during Business Hours. Any Software Support carried out outside Business Hours, shall be by mutual agreement and managed according to the extended support agreement the **LICENSEE** has entered into [Please refer to **APPENDIX B**].

7.   MAINTENANCE SERVICES

The **LICENSOR** agrees to provide to the **LICENSEE** with notification of and access to all Software, Updates and Upgrades released from time to time, provided however that the release of any Update or Upgrade that is subject to any approval or charge by a gambling board, test laboratory or any other regulatory body having and exercising jurisdiction in respect of gambling in the territorial area in which either the **LICENSOR** or the **LICENSEE** are located, shall

(I)   be subject to approval by such board or body and shall

(II)   attract an additional Upgrade Fee to be determined by the **LICENSOR** in its discretion and which shall be payable by the **LICENSEE** prior to it being granted access to any such Upgrade.

The **LICENSOR** shall be obliged to maintain only the most recent version of the Software made available to the **LICENSEE,** irrespective of whether or not the **LICENSEE** has elected to implement such version.

As part of the Maintenance Services [refer to **APPENDIX B**], the **LICENSOR** agrees to provide on-going Software support including, but not limited to, error-corrections, recovery and backup information, and general consultation where any specific application problem exists.

The **LICENSOR**'s customer support department will only be available to give Maintenance Services during the **LICENSOR**'s regular working hours on Mondays to Sundays, excluding public holidays. The **LICENSOR** may, at its discretion, provide emergency maintenance and support services outside of its regular operating hours, but will not be under any obligation to provide such services.

The **LICENSOR** will review any problem included in the Maintenance Services, encountered by the **LICENSEE** in using the Software as soon as reasonably possible from the time that a notice is received from **LICENSEE** by email or telephone call to the respective email address or telephone number specified at http://www.turfsport.co.za/Contactus.aspx (or otherwise specified in writing by the **LICENSOR** for such purposes) and, provided that the **LICENSOR** in its sole and unfettered discretion is satisfied that the problem is caused by malfunction of the Software, and such malfunction has not been caused by abuse or misuse of the Software, or by modification or addition thereto not performed by the **LICENSOR**, or by reason of the **LICENSEE**'s specific operating environment where same deviates in any respect from the **LICENSOR**'s recommended or minimum hardware requirements published at http://www.turfsport.co.za/Technical/Hardware.aspx or by failure of the **LICENSEE**'s equipment, network, or internet connectivity, or any other reason attributable to the **LICENSEE**'s conduct the **LICENSOR** will then correct the malfunction as soon as is practicable without additional charge to the **LICENSEE**.

In the event that the **LICENSOR** reasonably determines that a problem notified by the **LICENSEE** has been caused by abuse or misuse of the Software, or by modification or addition to the Software not performed by the **LICENSOR**, or by failure of the **LICENSEE** 's equipment, or use of hardware other than the recommended minimum hardware, or any other reason attributable to the **LICENSEE** 's conduct, then the **LICENSEE** agrees if required by the **LICENSOR**, to reimburse the **LICENSOR** the cost of such Maintenance Services, calculated on a time and materials basis at the **LICENSOR**'s then current maintenance and support rates for work performed by the **LICENSOR** in investigating the problem, and the **LICENSOR**, at the **LICENSEE** 's request, will advise the **LICENSEE** whether the **LICENSOR** can correct or assist in resolving such problem on a best effort basis and will advise the **LICENSEE** of the terms under which the **LICENSOR** will undertake the same.

On written acceptance of such time and materials terms by the **LICENSEE**, the **LICENSOR** will then correct or assist in resolving the problem in accordance with such terms. Work in determining the nature of any problem or in making corrections, amendments or additions to the Software may be carried out at the **LICENSOR**'s site or at the Support Location at the discretion of the **LICENSOR**.

The **LICENSOR** shall not be under any obligation to attend to any customisation of the Software required by the **LICENSEE,** unless a separate written agreement has been entered into between the Parties. The **LICENSOR** will not be under any obligation to enter into such agreement with the **LICENSEE.**

8.   SPECIFIC OBLIGATIONS OF THE LICENSEE

In the event of any update or upgrade or change being necessary to the **LICENSEE** 's hardware due to whatever reason and such change is deemed necessary by the **LICENSOR** to be effected prior to the next maintenance or Update or Upgrade release of the Software by the **LICENSOR**, then the **LICENSOR** will advise the **LICENSEE** of such change at least 15 (FIFTEEN) work days prior to the release date of the Update or Upgrade and the **LICENSEE** shall, at its own cost, effect the necessary upgrade/change in its hardware and equipment at the Support Location.

The **LICENSEE** is obliged and agrees to designate a Support Contact Person who shall be a single point of contact between the **LICENSEE** and the **LICENSOR** for all communication relating to Maintenance Services of the Software. The **LICENSEE** shall furthermore carry out all the recommendations of the **LICENSOR** for determining the nature or cause of a problem and for the resolution of the same.

The **LICENSEE** shall be responsible for installing and implementing any Updates or Upgrades. The **LICENSEE** shall undertake regular maintenance of all its hardware and equipment on which the Software is installed including preventive maintenance. The **LICENSEE** shall at reasonable times and on reasonable notice give the **LICENSOR** full access (including both physical and/or remote access) to the Support Location, to the Software and to the **LICENSEE's** hardware and equipment to enable the **LICENSOR** to provide the Maintenance Services.

The **LICENSOR** reserves the right to perform ad hoc software audits [either remotely or in person] and retrieve relevant information which will be required for invoicing or license validation purposes.   The **LICENSEE** shall also make available information, facilities and services reasonably required by the **LICENSOR** for the performance of its obligations under this Agreement. Any customised development against the Internet and/or Mobile Betting Application Programming Interface/s [API] can only be performed with the explicit permission of **TURFSPORT**.

TURFSPORT will need to issue the **LICENSEE's** development team with the latest version of the technical documentation for either the **MOBILE** or **INTERNET BETTING API'S**. In lieu of the fact that development is done against an approved software component, which **TURFSPORT** is accountable for, we will need to have oversight during the development and test phases.

In lieu of the fact that both the **MOBILE BETTING API** and the **INTERNET BETTING API** have been developed and approved with a specific transaction channel in mind, any development a bookmaker embarks on must be done against the appropriate API. These API's can only be used for transactional purposes and not for information / data extraction purposes.

Should the **LICENSEE** elect to develop against the **TURFSPORT API** or approach a third party to undertake this development on behalf of the **LICENSEE**, the **LICENSEE** accepts responsibility for the following:

i. the **LICENSEE** and any third party developer appointed by the **LICENSEE** will obtain a Developer/Manufacturer's license from the relevant regulatory authority;

ii. the any third party developer appointed by the **LICENSEE** will enter into a **NON DISCLOSURE AGREEMENT** with **TURFSPORT**.

iii. the development against the TURFSPORT API will be tested against the latest approved version of the TURFSPORT software;

iv. a Letter of Certification [LOC] from the NRCS will be obtained and the development will be submitted to the relevant regulatory authority for approval;

v. the development will be done in line with the terms and conditions as set out in this Agreement;

vi. the **LICENSEE** and any third party developer appointed by the **LICENSEE** agrees not to manipulate , amend or reverse engineer any Online Components such as Libraries, Web Services, DLL's, Online Databases, Back Office Feed and/ or Data Dissemination Feed;

vii. the development against the TURFSPORT API and Online Components will be undertaken with the understanding that TURFSPORT continuously enhances its software and the development done by the **LICENSEE** [or any third party developer on behalf of the **LICENSEE**] and the testing thereof may be affected by these modifications.

9.   TRAINING

In addition to the Maintenance Services, the **LICENSOR** agrees to provide to the **LICENSEE** and its authorised employees suitable technical and/or user training at an additional fee to be mutually agreed upon between the **LICENSEE** and the **LICENSOR** which fee shall exclude travel costs and the reasonable disbursements of the **LICENSOR** for which costs and disbursements the **LICENSEE** shall be additionally liable for and as agreed with the **LICENSOR**. If no such agreement can be reached, the **LICENSOR** will not be under any obligation to provide any training to the **LICENSEE.**

PART C

GENERAL TERMS AND CONDITIONS

10.   WARRANTIES

The **LICENSOR** warrants that it owns the Software and/or has sub-licensed the Software and/or has obtained valid licenses for all third party software used in the development of the Software and that the Software was developed with reasonable care and skill by properly qualified personnel employing good quality materials, techniques and standards. The warranties set forth above in this paragraph are exclusive and in lieu of all other warranties, whether by statute or common law, whether, express or implied.

Accordingly the **LICENSOR** licences and supplies the Software "as is" and does not warrant that the operation thereof will be uninterrupted or error free, or that the Software will be suitable for any particular purpose notwithstanding that any such purpose may be known or ought reasonably to have been known by the **LICENSOR**.

11. INTELLECTUAL PROPERTY

Nothing contained in this Agreement shall convey any title or other rights to the **LICENSEE** in or over the Software other than expressly provided for herein. The **LICENSEE** acknowledges that any and all title or rights of ownership, copyright or any other intellectual property rights in the Software, and User Documentation, will not be transferred to the **LICENSEE** and all such intellectual property rights embodied in or associated with the Software and User Documentation are, and will remain, the sole property of the **LICENSOR**.

The **LICENSOR** shall, at its own expense, defend any action or claim instituted against the **LICENSEE** alleging that the supply, use or possession of the Software as provided by the **LICENSOR** to the **LICENSEE** , or any part thereof, constitutes an infringement or alleged infringement of any third parties" intellectual property rights in force prior to the Effective date, provided that the **LICENSOR** shall be notified immediately in writing by the **LICENSEE** of any claim or pending claim of which it is aware and that the **LICENSOR** shall have sole control of the defence of any action or claim, which shall include all settlement negotiations; and further provided that the **LICENSEE** shall give its permission, on receipt of a written request, for its name to be used in proceedings (such permission not to be unreasonably withheld or delayed) and provide at the **LICENSOR**'s expense, all reasonable assistance in defending any action or claim.

If the Software is held to constitute an infringement of any third party's intellectual property rights or, as part of the settlement negotiations of any action concerning an infringement then, and in that event, the **LICENSOR** may at its sole option and expense procure for the **LICENSEE** the rights to continue using the Software; modify the Software so that it is non-infringing, without detracting from its overall performance and functionality; or substitute for the infringing Software other non-infringing computer programs having a capability the same as the Software. The **LICENSOR** may, having used all reasonable endeavours to resolve an infringement in the manner set out above, terminate this agreement forthwith by notice in writing to the **LICENSEE.**

12. CONFIDENTIALITY

The Parties recognise that under this Agreement they may each receive trade secrets and confidential or proprietary information of the other Party, including but not limited to commercial information, products, customers, business accounts, finance or contractual arrangements or other dealings, program source and object codes. All such information constitutes "Confidential Information". Each Party agrees not to divulge Confidential Information received from the other to any of its employees who do not need to know it, and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing Party.

13.   LIABILITY AND INDEMNITY

The **LICENSOR** shall not be liable for

(i)   any delay, failure, breakdown, damage, loss, costs, claim, penalty, fine or expense arising from use of the Software otherwise than in accordance with the terms of this Agreement;

(ii)   any operator error on the part of the **LICENSEE** , or any fault in the hardware, third Party software or software supplied to or obtained by the **LICENSEE** from any entity other than the **LICENSOR**;

(iii)   the intentional or negligent act or omission of any person not being an employee, sub-contractor, agent of the **LICENSOR** or any third party not authorised to act in terms of this Agreement; and

(iv)   the actions, omissions or service interruptions of any utilities provider including a telecommunications or electrical services authority or a supplier of telecommunications or electrical services.

In no event shall the **LICENSOR** be liable to the **LICENSEE** for any indirect, incidental, punitive, special or consequential damages including but not limited to any such damages arising out of or in connection with

(i)   the Software, or the delivery, installation, performance or use of the Software (including but not limited to damages arising from loss of data and loss of profits);

(ii)   the **LICENSEE** 's incorporation or attachment of any program, plug-in or device to the Software;

(iii)   changes to the Software by the **LICENSEE** ; (iv) failure to provide a suitable installation environment;

(iv)   use of products or materials not supplied by the **LICENSOR**;

(v)   any failure to backup any data used in or otherwise associated with the Software;

(vi)   use of the Software for any other purpose other than that for which it was designed; and

(vii)   use of the Software on any computer systems other than the specified or recommended hardware platforms for the software.

The **LICENSOR** and the **LICENSEE** agree that the **LICENSEE's** sole remedy and the **LICENSOR**'s sole liability to the **LICENSEE** for any breach of this agreement or any defect in the Software, including breach of warranty, and for any other claim arising in connection with the Software, shall be in the sole discretion of the **LICENSOR** either

(i)   the replacement of the defective or non-conforming portion or component of the Software or

(ii)   the refund of the licence fees paid by the **LICENSEE** . Notwithstanding any other provision of this agreement, the remedies provided in this **SECTION 13** shall be the **LICENSEE's** sole and exclusive remedies for any and all claims arising in connection with the agreement, made or suffered by the **LICENSEE** or other party.

It is understood and acknowledged by the **LICENSEE** that the Software is not intended to ensure compliance with any common law, statutory or regulatory requirement or obligation to which the **LICENSEE** may be subject. Use of the Software is entirely at the risk of the **LICENSEE** and the **LICENSEE** acknowledges that it should seek legal advice before making any business or legal decisions based on any content or procedure detailed in the Software.

The **LICENSEE** indemnifies and holds the **LICENSOR** harmless against any claims by any third party relating to any malfunction of the Software or of any unlawful conduct arising out of the use of the Software by the **LICENSEE**. The **LICENSOR** shall furthermore have no liability to the **LICENSEE** or any third party for any breach of a legal obligation as specified above to which the **LICENSEE** or any third party may be subject.

14.   FEES AND PRICES

In consideration of all the rights to be derived by the **LICENSEE** in terms of this Agreement, the **LICENSEE** shall pay to the **LICENSOR** the License Fees and Maintenance Fees [Please refer to **APPENDIX B**] as stipulated on the invoice issued to the **LICENSEE.** The prices stipulated on the website or on any quote given may be amended by the **LICENSOR** from time to time, prior to license being issued.

All payments due by the **LICENSEE** to the **LICENSOR** in terms of this Agreement, including the payment of Upgrade Fees and fees for training, shall be paid free of exchange and without deduction or set-off prior to or on the Effective Date or monthly in advance as the case may be by transferring the amount due to the nominated account or by means of the third party payment gateways used by the **LICENSOR** for this purpose and the **LICENSEE** shall sign all such documents and do all such things as may be necessary to give effect to the aforegoing.

Without prejudice to all or any of the **LICENSOR**'s rights granted in terms of this Agreement, should the **LICENSEE** fail to pay any amount which may become due by the **LICENSEE** to the **LICENSOR** on the due date, then the **LICENSEE** shall pay the **LICENSOR** interest thereon at the prime rate calculated from the due date of payment until the actual date of payment (both dates inclusive).

All fees due by the **LICENSEE** to the **LICENSOR** in terms of this Agreement shall, unless the context indicates otherwise, exclude any taxes and/or levies due as a result of a requirement by any governmental organisation (which shall include, but not be limited to, any Value Added Tax thereon) and all these taxes and/or levies, shall be paid by the **LICENSEE** on the due date for payment thereof.

15.   BREACH AND TERMINATION

The **LICENSOR** may terminate this Agreement, either wholly or in part, by written notice to the **LICENSEE** if any one or more of the following events occur:

(i)   the **LICENSEE** is in material breach of any of its obligations in terms of this Agreement, and in the case of a remediable breach, fails to remedy that breach within 7 (seven) work days of receipt of a notice requiring that the breach be remedied;

(ii)   the **LICENSEE** commits an act of insolvency, is placed under judicial management, or be placed in liquidation (whether provisionally or finally); compromises with any of its creditors or endeavours or attempts to do so;

(iii)   the **LICENSEE** does or suffers to be done anything which might prejudice the **LICENSOR**'s rights under this Agreement, or which might cause the **LICENSOR** to suffer any loss or damage; in the case of the **LICENSEE** ,

(iv)   the **LICENSEE** allows the Software to be seized under any legal process issued against it; or

(v)   the **LICENSEE** ceases or threatens to cease to carry on business and suspends payment of all or substantially all of its debts or is unable to pay its debts as and when they fall due.

This Agreement shall be terminated upon conclusion of the duration of the Maintenance and Support services as provided for in **APPENDIX B & D** and/or the **SOFTWARE LICENSE RENTAL AGREEMENT in APPENDICES C, E, F & G.**

Termination of this Agreement pursuant to any provision of this **CLAUSE 15** shall be without prejudice to the rights of either Party arising in respect of any breach of this Agreement at any time prior to termination, to either claim specific performance of the terms of this Agreement, or to cancel this Agreement forthwith and claim and recover damages from the defaulting Party to which it may be entitled in terms of this Agreement.

Within 5 (five) work days after the date of termination of this Agreement, the **LICENSEE** shall, in accordance with the written instructions of the **LICENSOR**, either

(i)   return to the **LICENSOR** or

(ii)   destroy the original and all installed copies of the Software and User Documentation, failing which the **LICENSOR** shall be entitled to immediately destroy the Software remotely and end the **LICENSEE** 's access to any "previously" licensed software component.

16.   DISPUTE RESOLUTION

Save for any dispute relating to payment of any fees to the **LICENSOR**, if the Parties are unable to resolve any other dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution or implementation of this Agreement on behalf of the Parties, within 1 (one) week after any such dispute arising, or such extended period of time as the Parties may agree in writing, then, and prior to any legal action being instituted by either Party, such dispute shall first be submitted to the most senior executives of the Parties who shall endeavour to resolve this dispute within 5 (five) work days after it has been referred to them.

17.   FORCE MAJEURE

Neither Party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute a breach of this agreement arising by reason of *force majeure*, namely circumstances beyond the control of either Party which shall include, but not be limited to, any failure related to the incorrect processing of date data, acts of God, fire, flood, civil commotion, acts of local government or parliamentary authority, breakdown of power supplies or of communications lines.

18. CESSION, ASSIGNMENT AND DELEGATION

The **LICENSEE** shall not be entitled to cede its rights or delegate its obligations in terms of this Agreement without the prior written consent of the **LICENSOR**. The **LICENSOR** shall be entitled to cede, assign, transfer or delegate all or any of its rights and/or obligations under this agreement.

19. NOTICES AND DOMICILIUM

The Parties choose as their *domicilia citandi et executandi* the following addresses for all purposes arising out of or in connection with this Agreement and at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties:

   i.   The **LICENSOR**: the physical South African address located at http://www.turfsport.co.za/Contactus.aspx

   ii. The **LICENSEE:** the physical address provided in writing to the **LICENSOR** by the **LICENSEE** on the **LICENSOR**'s request or its registered office.

Any notice to be given in terms of this agreement shall be in writing and shall, if delivered by a courier service, be deemed to have been duly received by the addressee on the date of delivery; if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) calendar day following the date of such posting. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of electronic mail of facsimile transmission shall be adequate written notice or communication to such Party.

20. WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the Parties as to the subject-matter hereof and no agreements, representations or warranties between the Parties other than those set out herein are binding on the Parties.

21. VARIATION

No addition to or variation, cancellation or novation of this agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both of the Parties or their duly authorised representatives.

22. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by either Party to any other Party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party 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 enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

23. WAIVER

The waiver by either Party of a delay, breach or default in any of the provisions of this Agreement, or disagreement by the other Party, shall not be construed as a waiver of any succeeding delay, breach, default or provision of this Agreement. No failure of a Party to exercise any right to it under this Agreement, or to insist upon compliance by the other Party of any obligation under this Agreement, or comply with any provision of this Agreement, shall constitute any waiver of the Parties' rights including the right to demand exact compliance with the terms hereof.

24. SEVERABILITY

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

25. WARRANTY OF AUTHORITY

Each Party warrants to the other that it has the power, authority and legal right to sign and perform this agreement and that this agreement has been duly authorised by all the necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this agreement.

26. INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following expressions bear the meanings set out hereunder:

"**Agreement**" means this agreement set out herein, irrespective of form or medium, including the Introduction section thereto and together with all schedules or appendices thereto and incorporating all linked web pages of the **LICENSOR** and other documents incorporated herein by reference;

"**Effective Date**" means the date on which you click the "accept" or "continue" button (or equivalent), or proceed to download, install or use the Software, or any Update or Upgrade thereto, or on which you otherwise indicate your acceptance of the terms and conditions in any other medium or form;

"**Control**" is as such word is defined in the Companies Act, 2008;

"**Incident**" means any software malfunction which is reported to the TURFSPORT Technical Support Desk;

"**LICENSEE**" means the user of the Software which has been licensed to use the Software in terms of the provisions of this Agreement;

"**LICENSOR**" means TURFSPORT (PTY) LTD, a private company duly incorporated in terms of the Companies Laws of South Africa;

"**Licence Fee**" means the fee payable by the **LICENSEE** to the **LICENSOR** as stipulated on the invoice(s) issued to the **LICENSEE** from time to time;

"**Maintenance Fee**" means the fee payable by the **LICENSEE** to **LICENSOR** as stipulated on the invoice(s) issued to the **LICENSEE** from time to time;

"**Maintenance Service**: means the software maintenance and support services provided by the **LICENSOR** to the **LICENSEE** in terms of the provisions of this Agreement;

"**Parties**" means the **LICENSOR** and the **LICENSEE** and "Party" shall mean any one of them as the context may indicate;

"**Prime Rate**" means the rate of interest per annum, which is equal to the **LICENSOR**'s bankers publicly quoted basic rate per annum ruling from time to time compounded in arrears, charged by the bank on overdraft facilities of its most favoured corporate clients in the private sector from time to time as certified by any manager or assistant manager of any branch of the bank, whose appointment and designation need not be proved, and whose decision shall constitute prima facie proof of the rate in question if disputed;

"**Revised editions**" and "enhancements and upgrades" means Software enhancements and upgrades, including but not limited to changes in the operating procedure and programming language, refinements and or improvements to the Software which are not licensed separately;

"**Software**" means the computer programme (including all coded instructions and content) and associated front end interface licensed by the **LICENSOR** to you and shall include, wherever used in this Agreement, any and all Updates and Upgrades thereto.

"**Support Contract Person**" means the person appointed as such by the **LICENSOR**;

"**Support Location**" means the **LICENSEE's** bookmaker premises or hosted environment where the Software is installed;

"**Update**" means corrections to inherent errors / faults in the Software;

"**Upgrade**" means all changes/improvements made to the Software by the **LICENSOR** after installation of the Software, which result in the addition of function/s and/or feature/s not present in the Software prior to the introduction of the changes/improvements;

"**Upgrade Fee**" means the fee determined by the **LICENSOR** in its sole discretion and payable by the **LICENSEE** to the **LICENSOR** in consideration for the Upgrade;

"**User Documentation**" shall mean any written material that describes the features, capabilities and specification of the Software, any instructional and operation manuals supplied to the **LICENSEE** that relate to the Software, including any documentation relating to the Software, its enhancements and upgrades and including without limitation items produced by the **LICENSOR** and items that are furnished to the **LICENSEE** in connection with the Software and all documentation relating to third party software used by the **LICENSOR** in the development of the Software whether in paper or electronic format.

"**Website**" means www.turfsport.co.za.

"**Work day**" means Monday to Friday only, excluding public holidays.

Any reference to the singular includes the plural and vice versa. Any reference to natural persons includes legal persons and vice versa.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.