



## END-USER LICENCE AGREEMENT

This end-user licence agreement (EULA) is an agreement between Isenzo Broadcasting CC ("Vendor", "we" or "us") and the user of the Isenzo Mediacaster software ("the software") ("you" or "User").

The EULA applies to the software, including the media on which you receive it and all documentation accompanying the software ("documentation"). It applies to all Internet-based services, upgrades, updates, supplements and enhancements for the software.

### 1. ACCEPTANCE

**Acceptance.** By downloading, installing, copying, accessing or otherwise using the software or by exercising the rights granted to you in the EULA, you accept and agree to the EULA. If you do not agree to the EULA, you may not use the software and can request a refund for the software in terms of our [refund policy](#).

### 2. GRANT OF LICENCE

**Grant.** Vendor grants you a perpetual, non-exclusive and non-assignable or transferable licence to install and use the software in object code form, in the country in which you are in when you accept this EULA ("territory"), together with the documentation, on the terms of the EULA.

**Licensed device.** After registering for the software, you must assign the licence to one device which will be considered the licensed device. You may use the software on the licenced device only.

**Evaluation period.** You may be licenced to use the software for an evaluation period, in which case your rights to use the software will be limited to the evaluation period, whereafter the functionality of the software will reduce and the licence be terminated unless you register for the software.

### 3. USE AND RESTRICTIONS

You agree to use (i) the software and documentation for your own purposes only and not to exploit it for commercial gain under any circumstances; (ii) the documentation only internally in connection with the software; and (iii) reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the software.

You agree, except to the extent as may be permitted by law, not to (i) modify, translate or create derivative works based on the software, nor reverse assemble, de-compile or reverse engineer the software, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the software or any files contained in or generated by the software, nor to permit, directly or indirectly, any third party to do any of the foregoing; (ii) share, sell, lease, encumber, licence, sub-licence, transfer, assign or permit the use of the software by any third party; (iii) use the software under this licence concurrently on different computers; (iv) copy or permit the software to be copied after registering for the software with Vendor.

You acknowledge that the software contains technology to prevent the unlicensed use of the software which may notify Vendor of unlicensed use.

### 4. INTERNET BASED SERVICES

**Consent.** You agree that Vendor may provide Internet based services with the software, which Vendor may change or cancel at any time.

**Misuse.** You may not use these services in any way to harm another's use of them or to gain unauthorised access to any service.

### 5. INTELLECTUAL PROPERTY RIGHTS AND THIRD PARTIES

**No rights.** The software is licenced, not sold. You only obtain rights in terms of the EULA to use the software and you acknowledge that you do not obtain any intellectual property rights in the software, copies or the documentation. Intellectual property rights in content that is not contained in the software but which may be accessed through (i) an online service, (ii) a link to a third party site or (iii) use of the software, is the property of the respective content owner and use of an online service or third party site may be subject to terms relating to that service or site.

**Notification.** You must notify Vendor of any claim against Vendor or User alleging that the software or documentation infringes the intellectual property rights of a third party, as soon as you become aware of the actual or potential claim. You must immediately inform Vendor of any intellectual property right infringement or suspected infringement by any third party of the software or documentation. You agree to defend or take other action or assist Vendor to defend or take action as Vendor may deem appropriate to protect its intellectual property rights, at Vendor's request and expense.

**Copyright notice.** You agree not to remove, delete or obscure any copyright or proprietary notices or confidentiality notices or labels on or in the software or documentation.

### 6. USER INFORMATION

**User information.** You acknowledge and agree that the software may collect information from the licenced device and you consent to the transmission of this information to Vendor.

deemed to be novation of any of the terms and conditions of the EULA.

### 18. ASSIGNMENT

**Statistical information.** Vendor may collect statistical information from the use of the software. Using such information, Vendor may monitor the use of the software for reasons of improving availability, reliability and security of the software.

### 7. LIMITED WARRANTY

The software may not meet your individual requirements and you will not have any right or claim against Vendor for failure of any part or the whole of the software to be suitable for your specific requirements. Vendor warrants that (i) it has the necessary rights to grant this licence and (ii) for the warranty period agreed in the Licence Order, the software will conform to the functional specifications accompanying the software, if used in accordance with the documentation or other instructions of Vendor. Vendor expressly excludes all other warranties, including without limitation, the warranties of satisfactory quality and fitness for a particular purpose. Vendor, or any one else on Vendor's behalf, does not make any other representations, warranties or guarantees in connection with the software.

### 8. MAINTENANCE

Vendor will not provide any software maintenance or support, including the correction or provision of errors, bugs, viruses, upgrades or enhancements, unless otherwise agreed in writing.

### 9. BREACH AND TERMINATION

If you fail to comply with any terms of the EULA; or do or allow to be done anything that might prejudice Vendor's rights under the EULA; Vendor may elect, without prejudice to any of its rights, to immediately either prevent you from using the software further and/or terminate the EULA. Within 7 (seven) days after the date of termination, Vendor will deactivate the software and you must return to Vendor all copies of the documentation, in accordance with the written instructions of Vendor (if any).

### 10. LIMITATION OF LIABILITY

To the extent permitted by applicable law, regardless of the form (whether in contract, tort, or any other legal theory) in which any legal action may be brought, Vendor's maximum liability to you for direct damages for anything giving rise to any legal action will be an amount equal to the total licence fees already paid by you for the software. To the fullest extent permitted by South African law, Vendor will not be liable for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the EULA, use, supply or non-supply of the software or documentation, whether resulting from negligence, breach of contract, strict liability or any other cause.

### 11. DISPUTE RESOLUTION

Any dispute arising from or in connection with the EULA will be determined in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators nominated by it.

### 12. EXPORT RESTRICTIONS

If you wish to export the software, you must obtain all required consents or licences under all applicable laws and regulations, including the Export Administration Regulations of the United States of America that may affect or regulate such export.

### 13. GOVERNING LAW

The EULA will in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.

### 14. WHOLE AGREEMENT

The EULA is the entire and complete agreement between the parties with respect to the subject matter hereof. No agreement differing from the EULA will be of any force or effect unless it is in writing and signed by the parties.

### 15. NOTICES

Any notice under the EULA will be in writing, provided that an electronic notification will be regarded as being in writing, and will be deemed to have been received on the 8<sup>th</sup> (eighth) day after the date of posting, if sent by prepaid registered post, or on the date of delivery or transmission if delivered by hand, transmitted by facsimile or by electronic transmission.

### 16. FORCE MAJEURE

Neither party hereto will have any liability by reason of failure to fulfil any obligations (other than its payment obligations) in terms of the EULA if such failure is occasioned by force majeure, including without limitation, events such as acts of God, fire, accident, government act, explosion, industrial dispute or any other act, omission or event beyond the reasonable control of such party.

### 17. RELAXATION AND WAIVER

If Vendor grants you a relaxation or indulgence or fails to exercise any right under the EULA, it will not be deemed to be a waiver of any of Vendor's rights in terms of the EULA and such relaxation or indulgence will not be

Vendor is entitled to assign, transfer or otherwise make over (collectively "assignment"), without the consent of or notice to you, all or any of Vendor's

rights under the EULA to any other person. You hereby accept the assignation and acknowledge the rights of the assignee in terms of this clause and the provisions of the EULA. You may not assign, make over or transfer this EULA, or any part thereof, without Vendor's prior written consent.