



PILOT LICENCE AGREEMENT

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between

WEBILL PROPRIETARY LIMITED
("WeBill")

Company Registration Number	2016/538436/07	
Physical Address	147 North Reef Road, Bedfordview, Ekurhuleni	
Postal Address	147 North Reef Road, Bedfordview, Ekurhuleni	
Telephone Number	011-284-0603	
Contact Person		
Email Address		
Signature(s) <small>(who warrants that s/he is duly authorised to sign)</small>		
Name	Ayal Rosenberg	
Title	Managing Director	
Date		

And

("Pilot Partner")

Company Registration Number/ SA ID Number		
Physical Address		
Postal Address		
Telephone Number		
Contact Person		
Email Address		
Signature(s) <small>(who warrants that s/he is duly authorised to sign)</small>		
Name		
Title		
Date		

This agreement consists of (i) this cover sheet, (ii) the attached terms and conditions and (iii) the schedule(s) attached to this cover sheet (hereon collectively referred to as "the Agreement").

COMMENCEMENT DATE	
AGREEMENT REFERENCE NUMBER	

1. INTRODUCTION

- 1.1 WeBill owns the Software and the Meters / Components, which are partially developed and/or in the process of being developed and/or in the process of being manufactured to serve the needs of WeBill's customers and potential customers, prior to making the Software and the Meters / Components commercially and publicly available to its customers.
- 1.2 Pilot Partner wishes to obtain the right to use the Software during a trial basis, while such Software is still in the process of being developed, for the purposes of evaluating the Software, and providing input and feedback to WeBill for the purposes of improving, inter alia, the functionality, performance and use of the Software, in conjunction with the Meters / Components.
- 1.3 WeBill has agreed to make the Software available to the Pilot Partner free of charge on a trial basis for such evaluation purposes.
- 1.4 The Parties wish to record their agreement in respect of the aforementioned in writing.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings -
 - 2.1.1 "AFSA" means the Arbitration Foundation of Southern Africa, or its successors in title;
 - 2.1.2 "Authorised User" means Personnel, of Pilot Partner who have been authorised by WeBill in Writing to access the Software;
 - 2.1.3 "Business Day" means any calendar day other than a Saturday, a Sunday or a public holiday in the Republic of South Africa;
 - 2.1.4 "Business Hours" means the hours from 08h00 to 17h00 (South African time) on Business Days;
 - 2.1.5 "Commencement Date" means, notwithstanding the Signature Date, the date indicated on the Term Sheet ("Schedule 1") on which the;
 - 2.1.6 "Deliverables" means any deliverable or work product delivered by WeBill pursuant to this Agreement;
 - 2.1.7 "Documentation" means any available installation and operating instructions, user and support manuals and technical literature pertaining to the Software as supplied by WeBill with the Software;
 - 2.1.8 "EULA" means WeBill's standard End-User Licence Agreement, which is available on the WeBill Corporate Website or upon request, as updated and modified from time to time, and is attached to this Agreement;
 - 2.1.9 "Parties" means WeBill and the Pilot Partner and "Party" means either one of them;
 - 2.1.10 "Personnel" means any director, employee, agent, consultant, contractor or other representative of the Parties;
 - 2.1.11 "Pilot Partner Information" means Pilot Partner's, its Authorised Users' and/or its clients' data (including personal information about an identifiable individual)—
 - 2.1.11.1 provided to WeBill either by Pilot Partner, its Authorised Users or Personnel or by any third party on their behalf (whether directly or via the Software); or
 - 2.1.11.2 which is specific to Pilot Partner, its Authorised Users and/or its clients and which WeBill generates, processes, or supplies to Pilot Partner through the use of the Software;
 - but excludes any anonymised, aggregated or derived data that is created by WeBill for its own internal purposes or which is proprietary or confidential to WeBill.
 - 2.1.12 "Privacy Policy" means WeBill's standard Privacy Policy, which is available the WeBill Corporate website or upon request, as updated and modified from time to time, and is attached to this Agreement;
 - 2.1.13 "Signature Date" means in respect of any document or this Agreement, the date of signature thereof by the Party signing last;
 - 2.1.14 "Software" means the software as described in the Term Sheet and includes -

- 2.1.14.1 any one or more modules thereof; and
- 2.1.14.2 the Documentation;
 - whether provided to Pilot Partner on installation media or remotely in an application service provider environment;
- 2.1.15 "Term Sheet" means the annexure attached hereto as Schedule 1, detailing the commercial provisions applicable to this Agreement, which may be amended from time to time by agreement between the Parties;
- 2.1.16 "Use Parameters" means the parameters of use of the Software, as specified in the Term Sheet;
- 2.1.17 "WeBill Technology" means any and all technology that WeBill has created, acquired or otherwise has rights, title and interest in and may, in connection with the performance of WeBill's obligations under the Agreement, employ, provide, modify, create or otherwise acquire rights, title and interest in and includes but are not limited to all operating and technical information such as all concepts; ideas; methods; methodologies; procedures; processes; know-how; techniques; function, process, system and data models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems, all intellectual property that is proprietary to WeBill or which is proprietary to a third party to which WeBill has rights of use or is in possession thereto, price sensitive information, copyrights, ; and
- 2.1.18 "Writing" means any mode of reproducing information or data in paper form and includes, without limitation, hard copy printouts of electronic documents, handwritten documents and fax transmissions, and "Written" and "Write" shall have a corresponding meaning.
- 2.1.19 "Schedule 2" means the List of Deficiencies already identified in the Software and disclosed by WeBill to the Pilot Partner.
- 2.1.20 "Territory" means the geographical area of South Africa within which the Pilot Partner may use the Software.
- 2.2 Headings. Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.
- 2.3 References. Unless otherwise stated in this Agreement, references to clauses, sub-clauses, schedules or paragraphs are references to clauses, sub-clauses, schedules or paragraphs of this Agreement.
- 2.4 Enactments. References to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended from time to time.
- 2.5 References to this Agreement. Unless otherwise stated in this Agreement, references in this Agreement to this Agreement or to any other agreement are references to this Agreement or such other agreement as varied, supplemented, substituted or replaced from time to time.
- 2.6 References to persons. References to persons shall include natural and juristic persons and references to either Party shall include such Party's successors or permitted assigns.
- 2.7 Substantive Provisions. If any provision in a definition is a substantive provision conferring rights or imposing obligations on either Party, notwithstanding that it is only in this clause 2, effect shall be given to it as if it were a substantive provision in this Agreement.
- 2.8 Calculation of Days. Unless otherwise stated in this Agreement, when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last calendar day falls on a calendar day that is not a Business Day, in which case the last calendar day shall be the next Business Day.
- 2.9 Definitions in the Agreement. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in clause 2.1.

- 2.10 Contra proferentum excluded. The rule of construction that an agreement shall be interpreted against the Party responsible for its drafting or preparation shall not apply to this Agreement.
3. DURATION
This Agreement shall commence on the Commencement Date and shall continue until expiry of the licence granted in terms of clause 4, or until terminated in accordance with its terms.
4. GRANT OF LICENSE
- 4.1 Grant. WeBill hereby grants the Pilot Partner a limited, revocable, non-exclusive and non-assignable licence to use the Software in object code form in accordance with the Use Parameters on the terms and conditions set forth in this Agreement and the EULA, whilst it maintains all rights, title and interest in all Intellectual Property Rights in and to the Software, despite termination of this Agreement.
- 4.2 Acceptance. The Pilot Partner -
- 4.2.1 accepts the licence granted to it in terms of clause 4.1;
- 4.2.2 acknowledges that it will only use, and grant its Authorised User's access to, the Software in accordance with the Use Parameters, the EULA and the Privacy Policy;
- 4.2.3 is authorised only to use the Software for its own internal business purposes;
- 4.2.4 acknowledges that it does not now, nor will it in future obtain any rights of ownership in and to the Software whatsoever; and
- 4.2.5 acknowledges that the Software is still in its pre-release phase and is being provided on a trial basis for evaluation purposes only.
- 4.3 Trial services. The Parties agree that the Software is made available as a free trial service to the Pilot Partner, for the purposes of evaluating and testing the Software. Consequently, WeBill will make the Software available to Pilot Partner on a trial basis free of charge from the Commencement Date until:
- 4.3.1 the end of the applicable free trial period, as indicated in the Term Sheet, unless extended in writing between the parties;
- 4.3.2 the effective date of any purchase of a paid-for subscription for the Software by the Pilot Partner, the terms of which shall be regulated by a separate agreement to this Agreement; or
- 4.3.3 termination of the free trial period by WeBill, which can be decided in its sole discretion, whichever occurs first ("Trial Period").
- 4.4 Availability and use. Pilot Partner acknowledges that WeBill makes no guarantee as to the availability of the Software during the Trial Period, and accepts that any data entered into the Software may be permanently lost upon termination of the licence under this clause 4. WeBill does not accept any liability whatsoever for any loss of data, including Pilot Partner Information, resulting from Pilot Partner's access to and/or use and/or testing of the Software during the Trial Period and the Pilot Partner indemnify and hold WeBill harmless against all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims and all related costs and expenses arising out of or in connection with any claim.
- 4.5 EULA. Pilot Partner warrants that access to the Software shall be provided to Authorised Users who shall be deemed to have accepted the EULA and WeBill Privacy Policy in accordance with WeBill's standard policies and procedures at the time as a result of its usage under this Agreement.
- 4.6 Disclaimer of warranties. Notwithstanding anything to the contrary herein contained, and specifically notwithstanding any representations, warranties, disclaimers or indemnifications made or provided by WeBill under this Agreement, the Software is provided "as is", without any warranty of any nature whatsoever. Use of the Software during the Trial Period is at Pilot Partner's own risk, and WeBill accepts no liability and provides no indemnity of any nature whatsoever in respect of Pilot Partner's access to and/or use of the Software. Without limiting the generality of the foregoing, WeBill hereby excludes and disclaims all warranties in respect of the Software, whether expressed or implied, statutory or otherwise, including any implied warranties of satisfactory quality, no latent defects, accuracy, merchantability and fitness for a particular purpose, availability, or uninterrupted, error-free, accurate and/or secure use. Pilot Partner agrees that no limitation or exclusion of liability under this Agreement shall apply in respect of its access to and/or use of the Software, and that it shall remain fully liable for any damages (whether directly or indirectly) arising out of its access to and/or use of the Software, including resulting from any breach or negligence or unlawful acts or omissions executed by it or its Authorised Users of this Agreement.
- 4.7 Continued use. If, at the termination of this Agreement or upon expiry of the Trial Period, the Pilot Partner wishes to continue using the Software, the Pilot Partner shall enter into the WeBill Subscription Agreement..
5. RESTRICTIONS ON LICENCE
The Pilot Partner shall not -
- 5.1 except to the extent as may be permitted by law, 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 shall it permit, whether directly or indirectly, any third party to do any of the foregoing;
- 5.2 merge or combine the whole or any part of the Software or any part thereof with any other software or documentation without the prior written consent of WeBill;
- 5.3 grant any unauthorised personnel or third party direct access to the Software, including by way of lease, download, as an application or bureau service provider or any other method, unless otherwise agreed in Writing between Pilot Partner and WeBill, and then only to the extent so agreed;
- 5.4 allow any Personnel to access the source code, underlying ideas, algorithms, file formats, programming of the Software or any files contained in or generated by the Software;
- 5.5 use the Software to provide an application or bureau service to any third party;
- 5.6 lend or transfer any part of the Software or any part thereof to any third party;
- 5.7 sub-license or otherwise transfer the use of the Software, whether in whole or in part, to any third party; or
- 5.8 remove any proprietary notices or labels on the Software.
6. CO-OPERATION
- 6.1 Co-operation. The Parties agree to co-operate with one another and work together for the purpose set out in clause 1. ("Purpose") and to use all reasonable endeavours to facilitate the achievement of the Purpose to WeBill's reasonable satisfaction.
- 6.2 Assistance. In order to achieve the Purpose, Pilot Partner agrees to provide ongoing assistance, liaison, input, support and full co-operation and shall, to the extent required by WeBill and at Pilot Partner's cost—
- 6.2.1 comply with the requirements and obligations set out in the Term Sheet timeously and adequately;
- 6.2.2 render all decisions and approvals required as soon as is reasonably possible;
- 6.2.3 provide WeBill with such reasonable access to Pilot Partner Information and Pilot Partner's computer systems as is required for WeBill to discharge its obligations in terms of the Agreement and to achieve the Purpose;
- 6.2.4 make available sufficiently qualified and authorised Pilot Partner Personnel, with appropriate access rights and permissions;
- 6.2.5 comply with all reasonable policies, procedures and instructions of WeBill in connection with this Agreement;
- 6.2.6 take commercially reasonable measures to ensure that no malicious software is introduced into the Software or any other WeBill system by its Personnel or any third party;
- 6.2.7 provide WeBill and its Personnel with access to adequate working space, office furniture and parking;
- 6.2.8 provide a suitable infrastructure for the Software to be implemented, in accordance with any specification

- requirements;
- 6.2.9 provide electricity services, telephone services and other connectivity at each of Pilot Partner's sites;
- 6.2.10 obtain and maintain any licences or consents necessary for WeBill to provide the Software to Pilot Partner; and
- 6.2.11 ensure that any infrastructure upon which the Software is dependent is not altered, upgraded (including routine updates or patches) or otherwise changed without giving reasonable advance notice to WeBill.
- 6.3 Accuracy of information. The information to be supplied by each Party to the other during the Trial Period shall be accurate, truthful, and complete, to the best of that Party's knowledge.
- 6.4 Costs. Each Party will bear all costs, risks, and liabilities incurred by such Party arising out of such Party's obligations and efforts under this Agreement. Neither Party shall have any right to any reimbursement, payment, or compensation of any kind from the other Party, unless agreed in writing by the Parties or as otherwise set out in this Agreement.
- 6.5 Undertaking. The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement and for the purposes of achieving the Purpose as set out in clause 6.1.
- 6.6 Good faith. The Parties shall at all times owe each other a duty of the utmost good faith.
7. AUDIT
- 7.1 Pilot Partner to maintain records. Pilot Partner shall maintain books and records in connection with Pilot Partner's use of the Software under this Agreement, and Pilot Partner's general compliance with the terms and conditions of this Agreement. Such records shall include at a minimum the names of all Authorised Users.
- 7.2 Right to audit. WeBill may, at its expense, audit the records of Pilot Partner to ensure compliance with the terms of this Agreement. Any such audit shall be conducted during regular business hours, and by prior arrangement at Pilot Partner's offices and shall not unreasonably interfere with Pilot Partner's business activities.
8. WARRANTIES
- 8.1 WeBill warranties. WeBill warrants that it is entitled to grant the licence contemplated in this Agreement.
- 8.2 No representations. The Pilot Partner warrants that:
- 8.2.1 it has not been induced to enter into this Agreement by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained in this clause 8 and that it has the necessary capacity to enter into this Agreement;
- 8.2.2 it shall ensure that its Authorised Users comply with the terms of the Licence; and
- 8.2.3 it shall ensure that its Authorised Users acknowledges and comply with WeBill's EULA and the Privacy Policy at all relevant times for as long as this Agreement endures.
- 8.2.4 The Agreement's provisions are reasonable, valid and binding and enforceable against Pilot Partner.
- 8.3 Disclaimer of warranties. The warranties set forth in this clause 8 are exclusive and in lieu of all other warranties, whether statutory, express or implied. Without limiting the foregoing WeBill disclaims any implied warranties of satisfactory quality and fitness for a particular purpose.
9. FEES
- The Parties record that no consideration shall be payable by Pilot Partner to WeBill in respect of the licence granted to the Pilot Partner in terms of this Agreement.
10. INTELLECTUAL PROPERTY
- 10.1 Intellectual Property Rights vest in WeBill. All right, title and interest, including but not limited to all rights under all copyright, patent and other intellectual property laws (whether pending or granted), in and to the Software shall vest in WeBill. The Pilot Partner shall not question or dispute the ownership of any of WeBill's intellectual property rights in and to the Software at any time.
- 10.2 Existing material. All right, title and ownership of any code, forms, algorithms, methodologies, frameworks or materials developed by or for WeBill or Pilot Partner independently and outside of the Agreement and provided during the course of the Agreement ("Existing Material") shall remain the sole property of the Party providing the Existing Material.
- 10.3 Deliverables. All right, title and interest, including all rights under all copyright, patent and other intellectual property laws (whether pending or granted), in and to any Deliverables shall vest in WeBill.
- 10.4 Retention of rights. WeBill has created, acquired or otherwise obtained rights in the WeBill Technology and notwithstanding anything contained in the Agreement, WeBill will own all right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to the WeBill Technology.
- 10.5 Use of WeBill Technology. To the extent that a Party utilises any WeBill Technology in connection with such Party's performance under this Agreement, the WeBill Technology shall remain the property of WeBill and Pilot Partner shall acquire no right or interest therein.
- 10.6 Derivative Works. Unless otherwise agreed to in Writing, with respect to any development, adaptation, enhancement, modification, adjustment or other change to any WeBill Technology which may be developed ("Derivative Works"), WeBill shall become the owner of all such Derivative Works.
11. CONFIDENTIAL INFORMATION
- 11.1 Confidentiality obligation. Each Party ("Receiving Party") must treat and hold as confidential all information which it may receive from the other Party ("Disclosing Party") or which becomes known to it during the currency of the Agreement.
- 11.2 Nature. The confidential information of the Disclosing Party means in respect of the purpose of this Agreement, all discussion between the parties, any and all information or data or any nature, tangible or intangible, or in writing and in any format or medium, disclosed by the Disclosing Party and which shall include, without limitation—
- 11.2.1 All operations, strategies, clientele, suppliers, plans, financial information, it being expressly acknowledged and agreed that the Disclosing Party's information disclosed to the Receiving Party in pursuance and as part of the Agreement is proprietary, sensitive and confidential in nature;
- 11.2.2 all software and associated material and documentation, including the information contained therein or methodologies, formulae, demonstrations, facilities, networks, and products;
- 11.2.3 all information relating to—
- 11.2.3.1 the Disclosing Party's past, present and future research and development;
- 11.2.3.2 all matters of a confidential nature which relate to the Disclosing Party's business activities, pricing, products, services, customers, as well as the Disclosing Party's technical knowledge and trade secrets, know-how, ideas, and concepts;
- 11.2.4 Intellectual property that is proprietary to the Disclosing Party or that is proprietary to a third party and in respect of which the Disclosing Party has rights of use or is in possession thereof (which includes but are not limited to all copyright applications, trademarks, inventions, logos, industrial designs, patents and patent applications, all information relating to the proposed financial product, concept, financial model of structure of such product referred to any document, all corporate names, images, designs, drawings, together with all translations, adaptations, derivations, or combinations thereto, and includes goodwill, and all copyright and applications, registrations and renewals in connection therewith);
- 11.2.5 assets and liabilities;
- 11.2.6 operating and technical information;
- 11.2.7 personal information (as defined in the Protection of Personal Information Act, No. 4 of 2013);
- 11.2.8 feedback, results and/or data compiled by the Pilot Partner for purposes of this Agreement would become the intellectual property of WeBill;

- 11.2.9 any improvements or adaptations made to the Software will become the intellectual property of WeBill;
- 11.2.10 the terms of the Agreement.
- 11.3 The Receiving Party's obligations. The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in the Disclosing Party's confidential information—
- 11.3.1 it shall only make the confidential information available to those of the Receiving Party's Personnel who are actively involved in the execution of the Receiving Party's obligations under the Agreement and then only on a "need to know" basis;
- 11.3.2 it has the appropriate technical and organisation measures in place to safeguard against any unauthorised or unlawful access to the confidential or proprietary information and against accidental loss or destruction of or damage to any data held or processed by it in relation to the Disclosing Party's confidential information and warrant that it shall initiate internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, its secret and confidential nature;
- 11.3.3 subject to the right to make the confidential information available to its Personnel under clause 11.3.1, it shall not at any time use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties;
- 11.3.4 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the Disclosing Party which have or shall come into the possession of the Receiving Party and its Personnel, shall be and shall at all times remain the sole and absolute property of the Disclosing Party and shall promptly be handed over to the Disclosing Party when no longer required for the purposes of an Order
- 11.4 Effect of termination. On termination or expiry of an Order, the Parties will deliver to each other or, at the other Party's option, destroy all originals and copies of confidential information in their possession, which will be followed by a written notice confirming to the Disclosing Party that it has expunged all such data or material containing, pertaining to or relating to the confidential information and furnish the Disclosing Party with written confirmation that all data and material have been destroyed. This clause will not apply in the event that the parties sign the WeBill Subscription Agreement as contemplated in clause 4.7 above in which case confidential information will be covered by the terms and conditions of the WeBill Subscription Agreement. In the event where Sigfox Devices have been supplied and installed and the Subscription Agreement is not signed, the Pilot Partner will pay WeBill a monthly amount for rental of the Sigfox network. This amount will be per Sigfox node per month billed in arrears with a once off license charge. The amounts of these charges are detailed in the Term Sheet. Non payment of these amounts will entitle WeBill to remove the devices from the Sigfox network, in which case the amounts will still be owing to WeBill.
- 11.5 Exceptions. These obligations shall not apply to any information which—
- 11.5.1 is lawfully in the public domain at the time of disclosure;
- 11.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 11.5.3 subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose the confidential information; or
- 11.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order or
- 11.5.5 belongs to the Disclosing Party and which is or have been disclosed by it on its own accord to third parties.
- 11.6 Right of use. All notes and any other literature or printed material supplied in the course of providing the Software are supplied solely for the use of full-time Personnel of Pilot Partner in the course of their normal duties. Pilot Partner undertakes that it shall not, without the prior written consent of WeBill, make such literature or material available to any contractors, consultants or consulting organisations which have been or may be employed by Pilot Partner.
- 11.7 Indemnity. The Receiving Party hereby indemnifies the Disclosing Party against any loss or damage which the Disclosing Party may suffer as a result of a breach of this clause by the Receiving Party or the Receiving Party's Personnel.
- 11.8 Survival. This clause is severable from the remainder of the Agreement and shall remain valid and binding on the Parties, notwithstanding any termination, for a period of 5 (five) years after the effective date of termination.
12. LIMITATION OF LIABILITY
- 12.1 Direct damages limited. Notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, WeBill's maximum liability for direct damages for anything directly giving rise to any legal action pursuant to this Agreement (provided that WeBill had acted grossly negligent) shall be an amount of R25 000.00 (twenty-five thousand rand) (including VAT). Such maximum amount shall be an aggregate amount for all claims arising out of this Agreement during the currency hereof.
- 12.2 Indirect damages excluded. In no event shall WeBill or its Personnel be liable towards the Pilot Partner for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including, without limitation, loss of profits, loss of goodwill, lost or damaged data or software, loss of use, downtime or costs of substitute products) arising from this Agreement.
- 12.3 Exclusions. The limitations and exclusions contemplated in this clause 12 shall not apply to any breach by a Party of the other Party's proprietary or confidential information or intellectual property, a breach of the restrictions contained in clause 5 or damages arising from a Party's wilful misconduct (including theft, fraud or other criminal act).
- 12.4 WeBill not liable for Pilot Partner default. WeBill shall not be liable for any loss or damage of whatsoever nature suffered by the Pilot Partner arising out of or in connection with any breach of this Agreement by the Pilot Partner or any act, misrepresentation, error or omission made by or on behalf of the Pilot Partner or the Pilot Partner's Personnel.
13. TERMINATION
- 13.1 Termination. Either Party may terminate this Agreement with immediate effect upon written notice to the other.
- 13.2 Duties on termination. Within 14 (fourteen) calendar days after the date of termination of this Agreement, Pilot Partner shall return to WeBill, or destroy the applicable original and all copies of the Software, in accordance with the written instructions from WeBill, failing such instructions, they shall be destroyed in any form, in whole or in part, and an officer of Pilot Partner shall certify to WeBill in writing that it has been done.
14. DISPUTE RESOLUTION
- 14.1 Managing Directors. Any dispute which arises between the Parties shall be referred to senior executives of the Parties (or their duly authorised representatives) who will use their best endeavours to resolve the dispute in good faith within 5 (five) Business Days of the dispute having been referred to them.
- 14.2 Failure to resolve. Should the Parties be unable to resolve a dispute, the dispute will be finally resolved in accordance with the Rules of AFSA, by an arbitrator or arbitrators appointed by it.
- 14.3 Demand for arbitration. Either Party may demand that a dispute be referred to arbitration by giving Written notice to that effect to the other Party.
- 14.4 Urgent interim relief. Nothing in the Agreement shall preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction.
- 14.5 Arbitration terms. The arbitration referred to in clause 14.2 shall be held -
- 14.5.1 at Johannesburg in the English language; and
- 14.5.2 immediately and with a view to its being completed within 21 (twenty-one) calendar days after it is demanded.
- 14.6 Right of appeal. The Parties irrevocably agree that the submission of any dispute to arbitration is subject to the

- Parties' rights of appeal. Either Party may appeal the arbitration ruling by giving Written notice to the other Party to the arbitration within 20 (twenty) calendar days of the ruling being handed down. The appeal shall be dealt with in accordance with the rules of AFSA by a panel of 3 (three) arbitrators appointed by AFSA.
- 14.7 Parties to be bound. The Parties irrevocably agree that on expiry of the 20 (twenty) calendar day period for appeal or the handing down of the ruling of the appeal panel, as the case may be, as contemplated in clause 14.6, the decision in arbitration proceedings—
- 14.7.1 shall be final and binding on the Parties;
- 14.7.2 shall be carried into effect; and
- 14.7.3 may be made an order of any court of competent jurisdiction.
- 14.8 Costs. The costs of any reference to arbitration will be borne by the unsuccessful Party, unless otherwise determined by the Parties or the arbitrator, irrespective of which Party referred the dispute to arbitration.
- 14.9 Severability. This clause 14 is severable from the rest of the Agreement and shall remain valid and binding on the Parties notwithstanding any termination of this Agreement.
- 14.10 Collection proceedings. WeBill retains the right to institute collection proceedings in a court of law of competent jurisdiction for matters involving outstanding payment.
15. NOTICES AND DOMICILIUM
- 15.1 Addresses. The Parties hereby choose domicilium citandi et executandi ("Domicilium") for all purposes under this Agreement the physical addresses set out on the cover sheet of this Agreement.
- 15.2 Change of Address. Either Party may give written notice to the other, change its Domicilium to any other physical address in the Republic of South Africa, provided that such change shall take effect fourteen 14 (fourteen) calendar days after delivery of such written notice.
- 15.3 Deemed Delivery. Notice will be deemed given –
- 15.3.1 if delivered by hand to a responsible person during Business Hours to the designated physical address, on the date of delivery; or
- 15.3.2 if sent by pre-paid registered post in a correctly addressed envelope to the designated postal address, on the 10th (tenth) Business Day after the date of posting.
- 15.4 Notice actually received. Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in a manner described above.
- 15.5 Use of e-mail. The Parties record that, whilst they may correspond via e-mail during the currency of the Agreement for operational reasons, no formal notice required in terms of the Agreement, nor any amendment or mutual cancellation of or variation to the Agreement may be given or concluded via e-mail.
16. ASSIGNMENT
- 16.1 No assignment by Pilot Partner. The Pilot Partner shall not be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of the Agreement without the prior Written consent of WeBill.
- 16.2 Assignment by WeBill. WeBill shall be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of the Agreement without the prior written consent of the Pilot Partner, provided that WeBill shall notify Pilot Partner within a reasonable time of the event occurring.
17. NON-EXCLUSIVITY
- 17.1 Nothing in this Agreement shall be construed as precluding or limiting in any way the right of WeBill to provide software, goods or services of any kind or nature whatsoever to any person or entity as WeBill in its sole discretion deems appropriate.
18. SERVICES
- 18.1 Should Pilot Partner require any additional services to be provided in respect of the Software, then the services shall be provided subject to the terms and conditions of a separate agreement which shall be concluded between the Parties.
19. GENERAL
- 19.1 Entire Agreement. This Agreement constitutes the entire agreement between the Pilot Partner and WeBill in respect of the subject matter of this Agreement.
- 19.2 Variation. No amendment or modification to this Agreement or this sub-clause or any unilateral or mutual cancellation of the Agreement, shall be effective unless in Writing and Signed by authorised signatories of both the Pilot Partner and WeBill.
- 19.3 Waiver. No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this Agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.
- 19.4 Severability. If the whole or any part of a provision of this Agreement is void or voidable by either Party or unenforceable or illegal, the whole or that part (as the case may be) of that provision, shall be severed, and the remainder of this Agreement shall have full force and effect, provided such severance does not alter the nature of this Agreement between the Parties.
- 19.5 Governing Law and jurisdiction. This Agreement shall be governed and construed according to the laws of the Republic of South Africa and the Pilot Partner agrees to submit to the exclusive jurisdiction of the South African courts.
- 19.6 Costs. Each Party shall be responsible for its own legal and other costs relating to the negotiation of this Agreement.
- 19.7 Publicity. Neither Party will make or issue any formal or informal announcement or statement to the press in connection with the Agreement, without the prior written consent of the other Party.
- 19.8 Right to reference. The Pilot Partner hereby consents to the use by WeBill of the Pilot Partner's name and a general description of the Software licensed by WeBill in terms of this Agreement in any proposals or other similar such documents which WeBill may issue or submit from time to time.
- 19.9 Independent Relationship. Both parties hereto are independent contractors under this Agreement. Nothing in this Agreement creates an employment, agency, joint venture or partnership relationship between the parties or any of their personnel, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. Neither party will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

SCHEDULE 1

TERM SHEET

1. COMMENCEMENT AND TERMINATION DATES

2. TRIAL PERIOD

3. SIGFOX NETWORK PAYMENTS AS PER CLAUSE 11.4

All the amounts are exclusive of VAT

- Sigfox once off license fee: R 150 per Sigfox node
- Sigfox monthly communication fee: R 12.00 per Sigfox node per month. Subject to 6% annual increase on January 1 of every calendar year.

4. SOFTWARE

Description of the Software
WeBill WebPortal, WeBill Consumer Mobile App and WeBill Field Worker Mobile App

HARDWARE

5. SYSTEM REQUIREMENTS

Type of minimum Requirement	Description of minimum Requirement
Hardware – Admin. Portal & Dashboard	Minimum: 4GB RAM; Display Resolution 1366X768 Recommended: Display Resolution 1920 X 1080
Software OS – Admin. Portal & Dashboard	Minimum: Windows 7, Mac OS 10.11 El Capitan or Linux Ubuntu 14.04 (or similar Linux distro) OS Recommended: Windows 10, Max OS 10.14 Mojave or Linux Ubuntu 19.04 (or similar Linux distro OS)
Browser – Admin. Portal & Dashboard	Minimum: Chrome 54.x, Firefox 43, Opera 40, Safari 3.x, MS Edge 28.x Recommended: Chrome 57.x, Firefox 66, Opera 58, Safari 5.x, MS Edge 44.x
Hardware & Software – Mobile App	Minimum: All IOS 5s compatible; all Android Lollipop 5.1 compatible with screen resolution 540 X 960 px, GPS and Camera. Recommended: All IOS 6s> compatible; All Android Marshmallow 6.x > compatible with screen resolution 720 X 1280 px. Number of instructions limited to size of HD – 1 instruction = 1MB; offline capability = 1000 instructions per 1GB storage capacity.

6. USE PARAMETERS

6.1 Designated Ancillary

Type of Hardware	Description of hardware
Admin. Portal & Dashboard - Connectivity	Minimum: 1 mpbs download; 512 kbps upload Recommended: 10mbps download; 1024 kbps upload
Mobile App – Connectivity	Data SIM Card on each and every mobile device; each mobile device with unique MSISDN (mobile number)

6.2 Authorised Users.

Type of User	Number of Users
Users	
Workforce Agents	
Sites	
Units	
Consumers	
Private Tariffs	
Portfolio Tariffs	
Devices	

For the purposes of the table above means a member of Pilot Partner's Personnel who has been granted access to and use of the Software by WeBill. An Authorised User's login/account credentials may not be shared by more than one individual.

7. REQUIREMENTS AND PILOT PARTNER OBLIGATIONS

As provided for in the Agreement, Pilot Partner undertakes to comply with the following requirements of WeBill, on the basis set out in clause 6.2 of the Agreement, to the reasonable satisfaction of WeBill:

- 7.1 Pilot Partner shall report to WeBill on a monthly basis or as and when required, in written format (unless requested otherwise by WeBill), on the following issues or deficiencies experienced and detected in the Software and the use thereof:
- 7.1.1 Software bugs;
 - 7.1.2 system failures;
 - 7.1.3 suggested changes, enhancements and new features; and
 - 7.1.4 any other item directed and/or required by WeBill.
- 7.2 WeBill shall upon receipt of the monthly report, discuss and analyse the identifiable deficiencies pointed out in the written report, but shall be under no obligation to resolve or remedy or make any changes to any deficiency/ies (whether partly or wholly) so identified. Should WeBill, in its sole discretion, remedy any deficiency, it does not give any guarantees on the duration of such repairs or alterations, nor does it bound itself to any timeframes within which such deficiency/ies will be attended to and/or repaired.
- 7.3 Without derogating from the generality of clause 6 of the Agreement, Pilot Partner will allow WeBill to access all mobile and web-modules deployed by the Pilot Partner during the Trial Period.

Address of POC	
Number of Single Phase WeBill Meters V1	
Number of Single Phase WeBill IOT Meters V2	
Number of WeBill IOT water sensors	
List of Applicable Public Tariffs	
Surcharge % per Public Tariffs	
Number of Prepaid Meter Accounts	

SCHEDULE 2
IDENTIFIABLE ISSUES ("Assumptions")

<u>No.</u>	<u>Item</u>	<u>Description</u>
1	Only 1 Unit Per Device	Meters cannot be shared across units
2	Only 1 Meter per Consumer	Meters cannot be shared across consumers
3	No Unit History	If a Unit is merged or subdivided, the unit history is lost.
4	Consumer history	If a Consumer vacates or is replaced – the consumption history related to that consumer cannot be reported on from date of removal
6	Consumer login limitation	Consumer cannot login to the consumer application if the consumer is delinked from a unit or site or if the meter is delinked from the unit or site
7	Field Manager	The Field Manager functionality has not been thoroughly tested
8	Delinking associated Organizations	Subsidiaries, contractors, utilities or managed organizations cannot be delinked from their associated Organization
9	Password expiry	Password expiry reminded is sent on the date of expiry and not before and the link of notification in the email does not work
10	Device Reading Schedules	Device reading schedules can be configured but not actioned upon
11	IOT Stagger	The IOT stagger on the timestamp is sometimes delayed
12	On/off Notification	The Consumer is notified when being switched on or off only after the fact
13	Sign up token	Currently using long token and not short token format

List 1: WEBILL IOT SINGLE PHASE NON-NET METERING METERS

METER NUMBER	SIGFOX NODE ID

