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1) INTRODUCTION

Vortimo Software is a software made up of two parts, a browser extension and a downloadable client database application that (together) assist you to record, augment, search, recall, scrape, enrich and export webpages that you have browsed to your hard drive. More information can be found in the online guides and documentation that accompany the Software or are made available at: [<https://www.vortimo.com/documentation/>] (the “**Documentation**”).

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- a) **Term and Termination.**
 - i) Unless terminated as agreed to under this License Agreement, the initial term of 12 months (“**Initial Period**”) shall begin from the date i) when you make payment for the Software, receive our confirmation of acceptance and download the Software from the Vortimo website or ii) date as confirmed on the purchase order (“**Commencement Date**”), where after it will automatically renew for the same duration as the Initial Term (“**Subsequent Period**”). **Take note: Commencement Date is not subject to activation of the Software.**

- ii) If you wish to avoid an automatic renewal (avoid the Subsequent Period) you must notify us in writing (“**Termination Notice**”) at least 30 (thirty) days prior to the last day of the Initial Period. If we receive no Termination Notice your Subscription Plan will renew automatically. We will notify you that the license will be renewed.
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- e) If you hold more than one Subscription Plan, Vortimo may terminate the Subscription Plans independently of one another in accordance with this clause 11).
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This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Republic of South African and submitted to the jurisdiction as per clause 16) below.

16) DISPUTE RESOLUTION

Any dispute arising from the agreement shall be subject to the following dispute resolution procedures –

- a) **Informal dispute resolution:** Prior to referring any dispute to litigation or arbitration, the Parties shall first attempt to resolve their dispute informally by referring a dispute to its senior management. Senior management must attempt to resolve the dispute within 10 (ten) days of the dispute having been referred.
- b) **Informal dispute resolution does not reduce Parties' rights:** Proceedings in terms of this clause a) shall not be construed to prevent Vortimo from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.
- c) **Institution of Formal Proceedings:** Subject to the provisions of clauses a) and b), the Parties agree that either Party may elect to refer any dispute which may arise to either the High Court of South Africa or to arbitration proceedings as contemplated in clause d). Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
- d) **Arbitration:** If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause c), then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa as per the Expedited Rules or such other forum as may be agreed to in writing. Arbitration shall be held in Pretoria in English.
- e) **Status of arbitration ruling:** The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause e) may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- f) **Continued performance:** Each Party agrees to continue performing its obligations under the agreement while any dispute is being resolved.
- g) **Rapid resolution of disputes:** The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
- h) **Confidentiality:** All disputes will be dealt with in confidentiality to protect the reputation of the parties;
- i) **Excluded relief:** This clause 16) shall not preclude either Party from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

- j) Agreed Jurisdiction: the Parties hereby consent to the jurisdiction of the North Gauteng High Court (Pretoria) in respect of proceedings referred to in clause c) above;
- k) No action arising out of this License, regardless of form, may be brought by you more than one year after the date the cause of action has accrued.

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18) EVENTS OUTSIDE VORTIMO'S CONTROL

- a) Vortimo will not be liable or responsible for any failure to perform, or delay in performance of, any of his obligations under this Licence that is caused by an event outside his reasonable control (**Force Majeure Event**). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; (f) the acts, decrees, legislation, regulations or restrictions of any government.
- b) Vortimo's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and Vortimo will have an extension of time for performance for the duration of that period. Vortimo will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Vortimo's obligations under this Licence may be performed despite the Force Majeure Event.

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- a) **General support:** Vortimo will provide the support as confirmed on the Vortimo website: <https://www.vortimo.com/index.php/help/> or such other website as may be confirmed from time to time.
- b) **Support for Premium Plan Software:** email support as per the details communicated to you on download of the Software under the Premium Plan.
- c) **Updates:** During the one-year period, you may download all successor upgrades, modified versions, modified modules, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance releases of the Software, if any, licensed to you by the Licensor (collectively, the "**Updates**"), to the Software when and as Vortimo publishes them on the Vortimo website ("**Site**"), or through other online services. If the Software is an

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21) EXPORT COMPLIANCE

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 - iii) Within 1 (one) week from receipt of the Amendment Notice, you have the right to terminate the Software License Agreement with effect from the date upon which the changes shall take effect.

- iv) If you do not terminate within the period stipulated in clause ii) above, you will be deemed to have accepted the new Software License Agreement terms and conditions as per the Amendment Notice.
- v) In the Amendment Notice the Licensee will be informed about the consequences of its reaction to the Amendment Notice and its right to terminate the Software License Agreement.
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