

PROGRESS DATA SERVICES

Terms and conditions of supply of services

1. DEFINITIONS

In these terms and conditions the following expressions shall have the following meanings:

- 1.1 "commencement date" - the date of signature of this agreement
- 1.2 "service" - the provision of a facility for the subscriber to obtain stock market information from computerized systems operated and / or provided by PDS
- 1.3 "PDS" - Progress Data Services
- 1.4 "data" - any and all electronic stock market information provided by PDS.
- 1.5 "private subscriber" - private person contracting to receive a service from PDS in terms of this agreement and uses the data provided for his own purposes in a "non-professional" capacity
- 1.6 "corporate subscriber" - an analyst, company, close corporation, firm, partnership contracting to receive a service from PDS in terms of this agreement and uses the data provided in a commercially professional capacity.
- 1.7 "client(s)" - private or corporate subscribers contracting to receive a service from PDS in terms of this agreement

2. OBLIGATION OF THE CLIENT

- 2.1 The client acknowledges that all software and information provided remains the copyright property of PDS and its associates and agrees not to copy or reproduce any or all of it.

3. LIMITATION OF LIABILITY

- 3.1 The PDS service is licensed to you "AS IS" with no warranties or representations express or implied (including quality, accuracy of data, performance, fitness for a particular use or against infringement.)
- 3.2 In no event shall PDS or its employees, agents or affiliates, including their shareholders, be liable for any direct, indirect, special, incidental or consequential damages suffered by a client.

4. TERM

- 4.1 This agreement shall commence on date of signature by the client and shall continue indefinitely until terminated by no less than 30 days prior notice delivered in writing by either party to the other.

4.2 NB! NOTICE by the client to PDS is to be delivered to Progressive Data Services at the address stated on the face hereof and is the only place where such notice can be served or will be recognized.

- 4.3 Failure to commence or use the service provided by PDS does not affect or eliminate the client's liability to pay the service fee shown on the face hereof and referred to in clause 7.

5. PERMITTED USE OF SERVICE BY A PRIVATE SUBSCRIBER

- 5.1 PDS hereby grants you a limited, non-exclusive, personal non-transferable license to use the PDS service.
- 5.2 You may use or access the service only on a single computer permitting use by a single person for such user's personal, non-commercial use.
- 5.3 Use by more than one user, at separate terminals, accessing or using the service is not authorized.
- 5.4 You are permitted to store, reformat, print and display the data provided by PDS only for your personal use and may not otherwise copy, modify, adapt, publish, retransmit, redistribute, lend, sell, sublicense, or otherwise use or transfer the data.
- 5.5 You may not use any information provided by the service, in connection with any business or commercial enterprise.

6. PERMITTED USE OF SERVICE BY A CORPORATE SUBSCRIBER

- 6.1 PDS hereby grants you a limited, non-exclusive, non-transferable license to use the PDS service.
- 6.2 You may use or access the service on a number of computers or terminals owned by and installed within the same company.
- 6.3 You are permitted to store, reformat, print and display the data provided by PDS for commercial use but you may not, retransmit, redistribute, lend, sell, sublicense, or transfer the data.

7. PAYMENT AND BILLING

- 7.1 The client shall pay to PDS the monthly or annual service fee as set out on the face hereof.
- 7.2 Should the client fail to pay the service fee on due date PDS retains the right to immediately suspend the service or terminate this agreement without further obligation to the client.
- 7.3 PDS reserves the right to automatically increase the service fee by an amount that equates to a percentage increase no greater than CPIX as on the last day of December each year.

8. VARIATION

- 8.1 PDS shall be entitled from time to time at its absolute discretion:-
- 8.2 To make such variations to the service fee as it deems appropriate.
- 8.3 Make such modifications to the service and make, or agree to, such changes to the service as it may reasonably consider necessary.
- 8.4 Wherever practicable 30 days prior written notice shall be given of such changes prior to their being made.

9. TERMINATION AND SUSPENSION OF SERVICE

- 9.1 PDS shall have without prejudice to any other claims or remedies which it may have in law against the client, the right to terminate the service in terms of this agreement without liability upon the happening of either of the following events:
 - 9.1.1 If PDS for whatever reason is unable to provide the service.
 - 9.1.2 If payment of the service fee is not made on the due date.
 - 9.1.3 If the client commits a breach of this agreement.

10. MISCELLANEOUS

- 10.1 Notices – Any notice required herein shall be sent by post, facsimile or e-mail to the domicillium address of the subscriber and shall be deemed to be delivered 5 (five) business days after posting and if sent by facsimile or e-mail shall be deemed to be delivered when sent.
- 10.2 Waiver – No delay, neglect or forbearance on the part of PDS in enforcing any provisions of this agreement shall be deemed to be a waiver or create a precedent or in any way prejudice PDS's rights under this agreement.
- 10.3 Interpretation – references in this agreement to persons shall include bodies corporate, incorporated associates and partnerships. References to the singular shall include plural and vice versa.
- 10.4 Amendments – Subject to clause 8 above, this agreement cannot be amended, altered, varied in any manner whatsoever, same in writing and by both parties hereto.
- 10.5 Domicillium Citandi et Executandi – the parties choose their respective domicillium citandi et executandi at their respective addresses stated on the face hereof.