



CANDY LICENCE AGREEMENT

RECITALS

- a) Whereas RIB CCS has developed the Candy System for use by the Client; and
- b) Whereas the Client wishes to obtain a licence to use the Candy System.

NOW THEREFORE RIB CCS and the Client hereby agree to the following:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary is clearly indicated, the following words and/or phrases used in this Agreement shall have the following meaning:
 - 1.1.1. **"Account Administrator"** means the person nominated by the Client to be the primary contact with RIB CCS for the billing;
 - 1.1.2. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;
 - 1.1.3. **"Agreement"** means this written document together with the Signed Proposal, including all written appendices, annexures, exhibits or amendments as attached hereto from time to time;
 - 1.1.4. **"Anti-Corruption Laws"** means any applicable foreign or domestic anti-bribery and anticorruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act, 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. (United States of America); Bribery Act, 2010, as amended, c.23, § 1 (United Kingdom); and the Prevention and Combating of Corrupt Activities Act, 2004, as amended (Republic of South Africa), as well as any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
 - 1.1.5. **"Candy System"** means the computer software system known as the Candy Estimating, Planning and Project Control solution;
 - 1.1.6. **"Client"** means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into a Signed Proposal;

- 1.1.7. **"Client Master Data Form"** means a form to be completed by the Client indicating its company and contact details including details of the Account Administrator, Licence Administrator and Users;
- 1.1.8. **"Confidential Information"** shall mean:
- 1.1.8.1. Any information of whatever nature, which has been or may be obtained by either of the Parties from the other, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, customer lists, price lists, studies, findings, computer software, inventions or ideas;
- 1.1.8.2. Analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Receiving Party which contain or otherwise reflect or are generated from any such information as is specified in this definition;
- 1.1.8.3. Any dispute between the Parties resulting from this Agreement;
- 1.1.9. **"Distributor"** means RIB CCS's authorised distributor of the Candy System as identified on the Signed Proposal;
- 1.1.10. **"Effective Date"** means the date upon which the Client signed the Signed Proposal;
- 1.1.11. **"Fees"** means any and all the fees payable by the Client to RIB CCS or RIB CCS's Distributor pursuant to this Agreement and the Signed Proposal;
- 1.1.12. **"Intellectual Property Rights"** means all intellectual rights of any kind whatsoever, including without limitation, patents (patent rights and registrations and applications, renewals and extensions therefor), all present and future copyrights (including, but not limited to, ownership rights in all computer code, concepts, and methods of operation, moral rights and any related documentation, whether or not any of these are registered and including applications for any such right or registration thereof), unregistered design rights, product-specific know-how, trademarks, trade secrets, inventions, trade names and rights in confidential technical information, whether written or not, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these;
- 1.1.13. **"Licence Administrator"** means the person nominated by the Client to be the primary contact with RIB CCS or RIB CCS's Distributor for the administration of the Candy System Licences;
- 1.1.14. **"Parties"** means both RIB CCS, Distributor and the Client and **"Party"** shall mean either RIB CCS, Distributor or the Client as the context may dictate;
- 1.1.15. **"RIB CCS"** means Construction Computer Software (Pty) Ltd a private company registered in accordance with the laws of South Africa with registration number 1982/007709/07, whose registered office is at Southdowns Office Park, Block A, 21 Karee Street, Irene ext. 54, Centurion, Gauteng, South Africa;
- 1.1.16. **"Signed Proposal"** means an ordering document or online order specifying the products and services to be provided hereunder that is entered into between the Client and RIB CCS, RIB CCS's Distributor or any of their Affiliates, including any addenda and supplements thereto. By entering into a Signed

Proposal hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto;

- 1.1.17. "**Subscription Period**" means the duration that the Client may use the Candy System as identified on the Signed Proposal, and any subsequent renewals, if any; and
- 1.1.18. "**Users**" means any of the Client's employees that may be authorised by the Client to use the Candy System.
- 1.2. The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement.
- 1.3. Any reference in this Agreement to the singular includes the plural and vice versa.
- 1.4. Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and vice versa.
- 1.5. If any provision in a definition clause in the Agreement is a substantive provision conferring any right or imposing any obligation on any Party, then, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the Agreement.
- 1.6. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.7. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the agreement, shall not apply to this Agreement.
- 1.8. The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 1.9. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it; the application of the eiusdem generis rule is hereby excluded.

2. LICENCE

- 2.1. In consideration of the Fees paid by the Client to RIB CCS or RIB CCS's Distributor, RIB CCS grants to the Client a non-transferable and non-exclusive right for the use of the Candy System by the Users for the Subscription Period.
- 2.2. The Client shall not make the Candy System available to anyone other than its employees and shall not have the right to sub-licence or transfer the Candy System in any way, either in whole or in part, to any third party.
- 2.3. The Client shall not modify, de-compile, disassemble or otherwise reverse engineer the Candy System, or attempt to do any of these.
- 2.4. The Client agrees that its subscription of the Candy System are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by RIB CCS or RIB CCS's Distributor regarding future functionality or features.

3. COMMENCEMENT OF THIS AGREEMENT

- 3.1. This Agreement will commence once the Client has signed and returned the Signed Proposal to RIB CCS or RIB CCS's Distributor.

4. FEES AND PAYMENT TERMS

- 4.1. The Client will pay RIB CCS or RIB CCS's Distributor the Once-Off Initial Licence Fee and the Rental Fee for the use of each Candy System as listed in the Signed Proposal.
- 4.2. The Once-Off Initial Licence Fee and Rental Fee for Candy Licences will increase annually on 1 March.
- 4.3. Charges are net of all local taxes, including but not limited to sales, value added or withholding taxes.
- 4.4. Where Withholding Tax is deducted the Client must forward a valid Withholding Tax Certificate to RIB CCS or RIB CCS's Distributor within 30 days of the date of payment. If no Withholding Tax Certificate is received the Client will be liable for the withheld amount.
- 4.5. RIB CCS or RIB CCS's Distributor must receive the full invoice value, Client's transfer costs and bank charges are for the Client's account.
- 4.6. The rates quoted in the Signed Proposal are applicable to the use of the Candy Licence by the Client only. Persons or Companies associated with the Client wishing to use the Candy System must enter into separate Candy Licence Agreements with RIB CCS and may be subject to different rates.
- 4.7. All payments due in terms of this Agreement shall be paid to RIB CCS or RIB CCS's Distributor, whichever Party generates the invoices for the Client.

5. DELIVERABLES

- 5.1. RIB CCS agrees to deliver, via internet download computer readable files containing the executable object code of the program constituting the Candy System, to the Client for each Candy System that is subject to this Agreement.

6. ADDITIONAL LICENCES

- 6.1. Additional Candy Licences will be charged for as per Clause 4 of this Agreement and any additional Signed Proposals.

7. BILLING

- 7.1. RIB CCS or RIB CCS's Distributor will bill upfront for the Once-Off Initial Licence Fee and one month's Rental Fee per Candy Licence in the event of a monthly Subscription Period. Thereafter an invoice for the monthly Rental Fee will be generated each month and will be sent to the Account Administrator.
- 7.2. RIB CCS or RIB CCS's Distributor will bill upfront for the Once-Off Initial Licence Fee and one quarter's Rental Fee per Candy Licence in the event of a quarterly Subscription Period. Thereafter an invoice for the quarterly Rental Fee will be generated each quarter and will be sent to the Account Administrator.

- 7.3. RIB CCS or RIB CCS's Distributor will bill upfront for the Once-Off Initial Licence Fee and half of the Rental Fee per Candy Licence in the event of a bi-annual Subscription Period. Thereafter an invoice for the bi-annual Rental Fee will be generated every six months and will be sent to the Account Administrator.
- 7.4. RIB CCS or RIB CCS's Distributor will bill upfront for the Once-Off Initial Licence Fee and one year's Rental Fee per Candy Licence in the event of an annual Subscription Period. Thereafter an invoice for the annual Rental Fee will be generated each year and will be sent to the Account Administrator.
- 7.5. RIB CCS or RIB CCS's Distributor will calculate the Rental Fees due by the Client on a monthly/quarterly/bi-annual/annual basis based on the total number of licences at the billing cut-off date.
- 7.6. The Activation Fee and Monthly Rental Fee in respect of any additional licences installed after the monthly cut-off date will be invoiced the following month.
- 7.7. The Once-Off Initial Licence Fee and Rental Fee in respect of any additional licences installed after the period cut-off date will be invoiced the following month on a pro-rata basis.
- 7.8. The Subscription Period and payments will automatically renew until such time as the licence has been terminated in accordance with Clause 13 of this Agreement.
- 7.9. Unless otherwise stated in the Signed Proposal, invoiced fees are due net 30 days from the invoice date.
- 7.10. The Client is responsible for providing complete and accurate billing and contact information to RIB CCS or RIB CCS's Distributor and notifying RIB CCS or RIB CCS's Distributor of any changes to such information.
- 7.11. In the event that there is a change of RIB CCS authorised Distributor, RIB CCS will advise the Client in writing and payment will then be payable to RIB CCS or the new authorised distributor as nominated by RIB CCS.

8. ADDITIONAL SERVICES INCLUDED

- 8.1. RIB CCS will, for the duration of this Agreement, supply the following additional services to the Client:
 - 8.1.1. Enhancements to the Candy System as developed and issued by RIB CCS from time to time.
 - 8.1.2. Telephone, e-mail and on-line support, either directly, or through an RIB CCS Distributor.
- 8.2. Unless otherwise agreed by the Parties in writing, RIB CCS or its Distributor shall not provide any services not listed in clause 8.1, including, without limitation, any of the following services:
 - 8.2.1. Support of any software, other than the Candy System, accessories, attachments, machines, peripheral equipment, systems or other devices not supplied by RIB CCS;
 - 8.2.2. Rectification or the recovery of lost or corrupted data arising from any reason other than the RIB CCS's own negligence or a failure of the Candy System;
 - 8.2.3. Support rendered more difficult because of any changes, alterations, additions, modifications or variations, not performed by the RIB CCS, to the Client's operating system, or any other software;

- 8.2.4. Attendance to faults caused by the Client using an operating system, or any other software outside design or other specifications or outside the provisions laid down in any documentation or manual supplied with the Candy System;
- 8.2.5. Diagnosis and/or rectification of problems not directly associated with the Candy System;
- 8.2.6. Repairs or replacements necessitated by accidental damage, operator errors, abnormal operating conditions, the connection of unauthorized peripheral equipment, improper use, misuse, neglect or abuse of the Candy System, assistance on hardware usage or service calls necessitated by causes external to the Candy System such as failures in the hardware on which the Candy System is operational.

9. ADDITIONAL SERVICES EXCLUDED

- 9.1. The provision of services such as program customisation, training and consulting are excluded from this Agreement. If required by the Client, they can be supplied by RIB CCS or through an authorised RIB CCS Distributor under a separate agreement.

10. LIMITED WARRANTY

- 10.1. RIB CCS warrants that the Candy System will substantially perform the functions or generally conform to the program documentation as published by RIB CCS.
- 10.2. RIB CCS does not warrant that the functions contained in the program will meet the Client's requirements or that the operation of the Candy System, or the reference manuals, is free of errors.
- 10.3. The entire liability of RIB CCS, and the only remedy of the Client, in the event of the Candy System not substantially performing the functions or generally not conforming to the program documentation as published by RIB CCS, is limited to the termination of this Agreement.

11. CONFIDENTIALITY

- 11.1. The Parties ("Receiving Party") shall hold in confidence all Confidential Information received from each other Party ("Disclosing Party") and not divulge the Confidential Information to any person, including any of its employees, save for employees directly involved with the execution of this Agreement.
- 11.2. The Receiving Party shall prevent disclosure of the Confidential Information, except as may be required by law.
- 11.3. Within 10 (ten) days after the termination of this Agreement, for whatever reason, the Receiving Party shall at the request of the Disclosing Party return same or at the discretion of the Disclosing Party, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 11.4. It is recorded that the following information will, for the purpose of this Agreement, not be considered to be Confidential Information:
 - 11.4.1. Information known to the Receiving Party prior to the date that it was received from the Disclosing Party; or
 - 11.4.2. Information known to the public or generally available to the public prior to the date that it was disclosed by the Disclosing Party to the Receiving Party; or

- 11.4.3. Information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by Disclosing Party to the Receiving Party, through no act or failure to act on the part of the Receiving Party of such Information; or
 - 11.4.4. Information which Disclosing Party, in writing, authorizes the Receiving Party to disclose.
- 11.5. The provisions and restrictions contained in this clause 11 shall continue in force notwithstanding termination of the Agreement.

12. PROPRIETARY RIGHTS

- 12.1. The Client acknowledges and agrees that RIB CCS owns all Intellectual Property Rights in the Candy System. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade-marks (whether registered or unregistered), or any other rights or licences in respect of the Candy System.
- 12.2. RIB CCS confirms that it has all the rights in relation to the provision of the Candy System that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement
- 12.3. The Client may not sell, reproduce or copy the Candy System in any way. The Client agrees to prohibit access to the object program and documentation by any person not under the direct supervision of the Client.

13. CLIENT RESPONSIBILITIES

- 13.1. The Client must designate a Licence Administrator who is authorized to administer the process of obtaining, terminating or replacing licences for the Candy System on behalf of the Client.
- 13.2. The Client must notify RIB CCS or RIB CCS's Distributor in writing if a new Licence Administrator is appointed at a later stage.
- 13.3. Each Candy System Licence must be installed on the User's computer and may, at RIB CCS's sole discretion, be transferred to another User within the same company upon written request from the Licence Administrator.
- 13.4. Unless otherwise stated in the Signed Proposal, the Licence Administrator may cancel a Candy System Licence by giving one calendar month's written notice.
- 13.5. The Client will remain liable for the Rental Fee, regardless of whether or not the Candy System is in use, until such time RIB CCS or RIB CCS's Distributor receives the written notice of cancellation from the Client.
- 13.6. The Client will be responsible for Users' compliance with this Agreement and Signed Proposal.
- 13.7. The Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Candy System and notify RIB CCS or RIB CCS's Distributor promptly of any such unauthorized access or use.

14. TERMINATION

- 14.1. Unless otherwise stated in the Signed Proposal, the Client's Licence Administrator may terminate a Candy Licence or all Candy Licences upon submitting one calendar month written notice before the end of the relevant Subscription Period.
- 14.2. Each Candy Licence must be cancelled individually. Once cancelled, a Candy Licence cannot be reinstated, a new Signed Proposal will be required and a new Candy Licence will have to be set. The Once-Off Initial Licence Fee as per clause 4.1 will be payable.
- 14.3. Should the Client allow payment of the Rental Fee to fall into arrears by more than 30 days, RIB CCS or RIB CCS's Distributor will contact the Client and request payment. Should the Client still fail to bring the account up to date, RIB CCS may:
 - 14.3.1. Suspend the provision of support by RIB CCS or RIB CCS's Distributor until the payments are brought up to date; and
 - 14.3.2. Terminate this Agreement and claim all Fees which are due and payable.
- 14.4. A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 14.5. On termination of this Agreement for whatever reason, the Candy System Licences will be cancelled and the Client undertakes to contact RIB CCS or RIB CCS's Distributor to uninstall the Candy System within 14 days of termination.

15. LIMITATION OF LIABILITY

- 15.1. The liability of RIB CCS for faulty execution of the Candy System as well as all damages suffered by the Client, whether direct or indirect, as a result of the malfunctioning of such the Candy System, will be limited to the RIB CCS rectifying the malfunction, within a reasonable time and free of charge, provided that RIB CCS is notified immediately of the damage or faulty execution of the Candy System.
- 15.2. This liability is completely excluded if the Client attempts to correct or allows third parties to correct or attempt to correct the Candy System without the prior written approval of RIB CCS.
- 15.3. Any other liability on the part of the RIB CCS arising from any cause whatsoever is specifically excluded. Without limiting the generality of the foregoing, RIB CCS shall not be liable for any delay, failure, breakdown, damage or injury caused by:
 - 15.3.1. Software, programs and support services supplied by or obtained by the Client without the consent or knowledge of RIB CCS; or
 - 15.3.2. Software or programs modified by the Client or any third party not authorised to do so in terms of the Agreement; or
 - 15.3.3. The actions or requirements of any telecommunications authority or a supplier of telecommunications services or software.
- 15.4. In no event shall RIB CCS or RIB CCS's Distributor be liable to the Client for loss of profits or for incidental, special or consequential damages arising out of or in connection with the Candy System or the delivery, installation, servicing, performance or use of it in combination with other computer software.

15.5. Without prejudice to the aforesaid, RIB CCS or RIB CCS's Distributor's liability for any direct loss or damages arising from this Agreement shall be limited to the amount of fees the Client has paid to RIB CCS in the previous 12 (twelve) month period calculated from the date the breach arose.

16. VERSION CUT-OFF

16.1. It is recorded that every version of the Candy System has an embedded cut-off date at which time it will cease to function. There are daily warnings as the cut-off date approaches requesting the User to download the latest version from the Internet. It is the Client's obligation to ensure the latest version is downloaded prior to the cut off period. The cut-off date can be extended by contacting RIB CCS or RIB CCS's Distributor if internet access is not available.

17. DISPUTE RESOLUTION

17.1. In the event of a dispute arising in terms of this Agreement, the Parties shall firstly submit such dispute to their respective chief executive officers (or their appointed delegates) for purpose of resolution. Should the chief executive officers (or their appointed delegates) of the Parties fail to resolve the dispute referred to them within 10 (ten) days, the Parties agree to attempt to resolve the dispute by non-binding mediation.

17.2. The Parties shall, by agreement to be reached within 10 (ten) days following the decision of the Parties to refer the dispute to mediation, appoint a third party to act as a mediator, and not as an arbitrator, to mediate in the resolution of the dispute. The Parties agree that the mediator shall be an advocate of the Johannesburg Bar Council of not less than 10 (ten) years in practice. Should the Parties not be able to agree on the mediator, then the mediator shall be selected by the chairman for the time being of the Arbitration Foundation of Southern Africa. Such mediation shall be held in English, in Sandton, and in accordance with the rules determined by the mediator and the timeframes agreed to by the Parties and the mediator. All aspects of the mediation will be treated as confidential. The costs of the mediator will be shared equally between the Parties.

17.3. In the event that the Parties fail to resolve the dispute by way of mediation then that dispute shall be submitted to a court of competent jurisdiction.

18. NOTICES AND DOMICILIUM

18.1. The Parties elect the following addresses as their respective domicilium citandi et executandi:

18.2. RIB CCS at

Physical address: Southdowns Office Park
 Block A, 2nd Floor
 21 Karee Street
 Irene ext. 54
 Centurion,
 South Africa

Postal address: P O Box 9838,
Centurion,
South Africa
0046 marked for the attention of The CEO

E-mail: info@ribccs.com marked for the attention of The CEO

18.3. Client at At the address set forth in the Client Master Data Form.

18.4. Distributor at At the address set forth in the Signed Proposal.

18.5. Any notice addressed to a Party at its physical address shall be sent by prepaid registered post, or delivered by hand, or sent by facsimile. Any notice by shall deemed to be served: if posted by prepaid registered post, 7 (seven) days after the date of posting thereof; if hand delivered, on the day of delivery; if sent by e-mail, on the date and time reflected on the e-mail confirmation of receipt.

18.6. Either of the Parties may change its domicilium citandi et executandi to another address within the same country, by way of a notice to the other Party to this Agreement, provided that such a notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.

19. FORCE MAJEURE

19.1. If the performance of any part of this Agreement, other than the payment of money, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labour dispute or other cause beyond the performing Party's control, then that Party will be excused from performance for the length of that prevention or delay. Should Either Party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of 60 (sixty) days due to circumstances beyond its reasonable control, as aforementioned the other Party may cancel this Agreement on 1 (one) calendar months written notice.

20. EXPORT CONTROL AND COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS.

The Software provided by Licensor under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. The Licensee acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Software") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

Unless applicable export license/s has been obtained from the relevant authority and the Licensor has approved, the Software shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Licensee also agrees that the Software will not be used either directly or

indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Licensor from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Licensor shall be excused from all obligations under such order and/or this Agreement.

21. ANTI-CORRUPTION

- 21.1. Neither Party shall engage in any unlawful trade practices or any other practices that are in violation of the Anti-Corruption Laws in connection with any actions or activities associated with this Agreement or in connection with the relationship between the Parties.
- 21.2. Each Party shall ensure that neither it nor its Affiliated Company, subcontractors and agents: either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence; or fail to establish appropriate safeguards to protect against such prohibited actions.
- 21.3. Each Party shall, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and/or business controls with respect to these laws.
- 21.4. The offending Party shall indemnify, keep indemnified and hold harmless the other Party and its Affiliated Company, its directors, officers, employees, consultants and agents from and against all losses, damages, costs (including but not limited to legal costs and disbursements) arising from or incurred by reason of the offending Party's, or any Staff's breach of the Anti-Corruption Laws.
- 21.5. The provisions of this clause 19 as well as any other clauses in relation thereto shall survive the termination of this Agreement for any reason whatsoever.

22. GOVERNING LAW

- 22.1. The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Client is domiciled.

If Client is domiciled in:	Governing Law is:	Courts with exclusive jurisdiction are:
Australia	New South Wales, Australia	Sydney, Australia
India	India	Mumbai, India

If Client is domiciled in:	Governing Law is:	Courts with exclusive jurisdiction are:
New Zealand	New Zealand	Wellington, New Zealand
Portugal	Portugal	Lisbon, Portugal
South Africa	South Africa	Johannesburg, South Africa
United Arab Emirates	United Arab Emirates	Dubai International Financial Center Courts (DIFC)
United Kingdom	England	London, England
A Country in Africa or the Middle East, other than South Africa and the United Arab Emirates	South Africa	Johannesburg, South Africa
A Country in Asia or the Pacific region, other than Australia, India and New Zealand	Hong Kong	Hong Kong
A Country in Europe, North America, South America other than Portugal and the United Kingdom	England	London, England

23. GENERAL PROVISIONS

- 23.1. This Agreement is the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Client purchase order or in any other Client order documentation (excluding Signed Proposals) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Signed Proposal and (2) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 23.2. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 23.3. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.
- 23.4. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

- 23.5. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Purchase Orders), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice. In the event of such a termination, RIB CCS or RIB CCS's Distributor will refund the Client any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 23.6. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Client will be addressed to the Account Administrator designated by the Client.
- 23.7. Each Party shall bear and pay its own costs of or incidental to the drafting, preparation and execution of this Agreement.
- 23.8. Each Party represents and warrants to the other Party that it has the authority necessary to enter into this Agreement and to do all such things necessary to procure the fulfilment of its obligations in terms of this Agreement.
- 23.9. Any indulgence which either Party may show to the other in terms of or pursuant to the provisions contained in this Agreement shall not constitute a waiver of any of the rights of the Party which granted such indulgence.
- 23.10. The Parties hereby confirm that they have entered into this Agreement with a full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.