

Thank you for installing the **Travelogic™** software on your computer-hardware. Travelogic™ is a product of Equilogic (PTY) Ltd (hereinafter referred to as The Licensor).

You (the Licensee) must agree to the following terms of use in order to proceed to use Travelogic™. Please review the following terms carefully, as they govern the relationship between you and The Licensor. If you do not agree to these terms, you may not make use of our software, and you should not continue through the registration process.

Travelogic End User Licence Agreement

1. **Definitions.** All defined terms used in this Agreement, have the meaning given to them in Schedule 3
2. **Use.** The Licensor grants the Licensee a non-exclusive, non-transferable, license to use the Licensor's Software and accompanying documentation in accordance with the terms and conditions of this License.

The Licensee's Use of the Software is restricted as follows:

- a. The software shall only be used by those individuals authorized under the terms of this license,
 - b. This license is not a sale. Title and copyright to the Software remain with the Licensor and its licensors,
 - c. The Licensee may not sub-license or assign the use of the Software to a third party without the written approval of the Licensor.
3. **License.** The Licensee is licensed to:
 - a. Install no more of the Software applications than the quantity specified in Schedule 1.
 - b. Provide access only for the number and types of Named Users as specified in Schedule 1.
 - c. Use the functionality as specified in Schedule 1.
4. **Payment.**
 - a. The Licensor shall invoice the Licensee for the Fees pursuant to Schedule 1 and for any other charges payable by the Licensee hereunder, which fees shall be paid by the Licensee **on presentation of invoice.**
 - b. If any sum payable under this Agreement is not paid within 7 days after the due date then (without prejudice to the Licensor's other rights and remedies) the Licensor shall be entitled to suspend immediately by notice in writing (which may include electronic correspondence by agents acting on behalf of the Licensor) the Licensee's right to use the Software and the Documentation until payment is made in full.
 - c. All invoices (which will take into account any agreed discount) are payable without further reduction of any kind and in no circumstances shall the Licensee be entitled to make any set-off or deduction or withhold any payment.
 - d. The Licensor shall be entitled to charge and recover the following extraneous fees in respect of default under this clause:
 - i. a debt-recovery initiation fee in respect of the costs of initiating collection from the Licensee;
 - ii. where applicable, a monthly service fee in connection with the administration of the continuing collection process;
 - iii. default administration charges to cover the costs incurred as a result of the Licensee's default; and
 - iv. all collection costs, being any amounts that may be charged in respect of the enforcement of your obligations under this Agreement, but which does not include the fees included in clause 4(d)(i), (ii) and (iii) respectively.
5. **Acceptance:** Acceptance of The Software and this Agreement shall be deemed to have taken place on installation of the software.
6. **Maintenance Service and Fees.** The Licensor shall provide maintenance services to the Licensee as described in Schedule 2, subject to
 - a. using the latest correction level of the latest or immediately preceding release of the Software;
 - b. payment of the appropriate Fees pursuant to Schedule 1;

7. **Restrictions.** The Software cannot be used by or transferred to any other entity or persons. The Licensee may not rent, lease, loan, barter, sub-license, sell or time-share the Software or accompanying documentation. The Licensee may not reverse engineer, de-compile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. The Licensee may not modify or create derivative works based upon the Software in whole or in part.
8. **Confidentiality.** The Software and documentation contain trade secret information belonging to the Licensor. The Licensee shall not without the Licensor's prior written consent, disclose, provide, or make available any of the Licensor's Proprietary Information in any form to any person, except to bona fide employees, officers, directors, or consultants of such party whose access is necessary to enable such party to exercise its rights hereunder.
9. **Limited Liability.** IN NO EVENT WILL THE LICENSOR'S LIABILITY WHETHER FOR NEGLIGENCE OR OTHER LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE LICENSEE TO THE LICENSOR UNDER THIS AGREEMENT. THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY OR FOR ANY LOSS OF PROFITS, USE OR GOODWILL (OR SIMILAR FINANCIAL LOSS), LOSS OF DATA, OR PAYMENT MADE OR DUE TO ANY THIRD PARTY EVEN IF LICENSOR OR ANY OTHER ENTITY KNEW OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Limited Warranty.** The Software will substantially conform to the documentation for 90 days from Acceptance Date ("Warranty Period") and will not contain any Harmful Code. This warranty does not apply if the Software is not used in accordance with its documentation; Licensor does not warrant that the Software will run uninterrupted or that it will be free from minor defects or errors. In the event of a breach of any of the warranties contained in this clause during the Warranty Period, the Licensor's sole obligation shall be, at the Licensor's option, to correct the defect by bringing the performance of the Software into substantial compliance with the documentation or to replace the defective component. The Licensee acknowledges that they have relied upon their own skill and judgment in the selection, supervision and management of the Software and the results expected thereof.
11. **Termination.**
 - a. Either party may terminate this agreement by giving **3-calender months written notice** to the other party;
 - b. Notwithstanding anything else contained in this Agreement, the Licensor may terminate the License forthwith on giving notice in writing (which may include electronic correspondence by agents acting on behalf of the Licensor) to the Licensee if the Licensee commits any material or persistent breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 7 days after the receipt of a request in writing from the Licensor so to do, to remedy the breach;

In the event of any termination pursuant to this clause 11, the Licensor shall be entitled to all fees owing in terms of Schedule 1. The Licensee shall not be entitled to any refund of any payments made by the Licensee in terms of this Agreement.

12. **Entire Agreement.** This Agreement and each Appendix hereto constitute the complete and exclusive statement of the Agreement between the Licensor and the Licensee and all previous representations, discussions and writings are merged in and superseded by this Agreement. No variation of, or addition to this Agreement shall be of any force or effect unless in writing and signed by both parties.
13. **Severability.** If any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such invalid or unenforceable provisions had not been contained herein.

14. **No Waiver.** No forbearance or delay by any party in enforcing its rights under this Agreement will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual term will be deemed to be a waiver of any other right or of any earlier or later breach.
15. **Rights of Third Parties.** Only the parties to this Agreement shall be entitled to enforce its terms and accordingly, no person who is not a party to this Agreement shall have any right hereunder.
16. **Publicity.** Neither party shall use the name of the other in publicity, advertising, or similar activity, without the prior written consent of the other, except that the Licensee hereby consents to the Licensor's inclusion of the Licensee's name and logo in customer listings which may be published as part of Licensor's marketing efforts.

Governing Law and Jurisdiction. This agreement is governed by the laws of the Republic of South Africa. The parties hereby irrevocably submit to the exclusive jurisdiction of the South African Courts to try any disputes which may arise out of or in connection with this Agreement. If any provision of this Agreement is held invalid, the remainder of this License shall continue in full force and effect.

SCHEDULE 1
Pricing and Usage

LICENSED USERS:

The following users are licensed to use The Software:

User Type	Quantity
Consultant - Full Users This user has access to all functionality within the system This user cannot be shared between multiple people	As agreed in writing by the Parties (which may include electronic correspondence)

LICENSED FUNCTIONALITY

The Licensee is licensed to use the following functionality within The Software

Module	In Version	Included / Quantity
Core System	Current	✓
Reports	Current	✓
Additional Modules		
Accounting Module	Current	✓ (not integrated)
CRM Module	Future	NO
Workflow Module	Future	NO

FEES

Project Phase *	Fee Type	Frequency	Amount (excl VAT)
	Implementation System Installation (Server, plus each client) Included System Configuration and Setup Included Onsite Training/Assistance 2 Days	Once off	As agreed in writing by the Parties (which may include electronic correspondence)
	Rental Includes Maintenance, Updates and Email Support Services (accounting integration NOT included)	Monthly	As agreed in writing by the Parties (which may include electronic correspondence)

Escalation

The above fees are subject to an annual rate of escalation of South African CPIX + 2% (two percent), and shall be adjusted on the anniversary of this agreement. Should the anniversary date fall after the 1st of the month, then the adjusted rate shall apply from the 1st day of the following month.

SCHEDULE 2
Maintenance and Support Service

The Licensor shall provide the following maintenance and support services to the Licensee

1) NEW RELEASES and PATCHES:

The Licensor shall provide the Licensee with all new Releases, Versions and Patches of The Software, subject to the following;

- a) All new releases shall be provided to the Licensee free of charge;
- b) New releases shall, as a minimum, include the same or equivalent functionality as was provided to the Licensee in a previous release;
- c) New release shall be substantially backward compatible with previous versions. Alternatively, the Licensor shall make available the tools and expertise to import existing data into the new system;
- d) At the discretion of the Licensor, certain new modules or enhancements may be added to the system from time to time for which an additional license or rental fee will be payable. These additional modules or enhancements shall be provided to the Licensee on written request from the Licensee, and subject to the payment of the additional fees.
- e) Installation of new releases and versions, as well as the installation of new modules or enhancements, shall be charged on a time and materials basis to the Licensee based on the then current fee schedule.

2) PRODUCT SUPPORT

The Licensor shall provide product support to the Licensee either by telephone or email between the hours of 08h00 and 17h00 each working day.

Problem Resolution Times		
Priority	Estimated Initial Response *	Estimated Maximum Resolution Time **
1 High	2 hours	24 hours
2 Medium	2 days	5 days
3 Low	5 days	Next Patch Update
4 Enhancement Request	10 days	n/a

* **Estimated Initial Response Time** is the elapsed time between problem receipt and the first response back to the initiating client

** **Estimated Maximum Resolution Time** or total solution time is the total time between problem receipt and problem closing less waiting time (customer reaction time).

Priority Definitions	
Priority	Definition
1 High	An issue that prevents the Licensee from performing essential operations within The Software and for which no workaround exists
2 Medium	An issue that hinders the Licensee from performing operations within The Software and for which a workaround does exist.
3 Low	A cosmetic issue, usability issue, or bug that exists in The Software that does not materially impact on the use of The Software.
4 Enhancement Request	Any requests for additional functionality or for a change in existing functionality

The type of support shall be classified and dealt with as follows:

- a) **PRODUCT ASSISTANCE:** General operator or user queries shall be dealt with according to the response times above, with the exception of the following
 - i) Should it become evident that the queries are as a result of a lack of training, then the Licensor shall, at its discretion, require the Licensee to provide training to the operator.
 - ii) Should it become evident that the queries are of a consulting nature, then this will be charged on a time and material basis.
- b) **DEFECTS / ISSUES:** Issues or defects in The Software shall be assessed by the Licensor according to urgency, and assigned a priority as in the table above. The Licensor shall endeavor to adhere to the response and resolution times above.
- c) **ENHANCEMENT REQUESTS:** Enhancements shall be provided at the sole discretion of the Licensor, as part of a future patch, version, or release. Enhancements may be charged for on a time and materials basis.

SCHEDULE 3

Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the meanings set opposite them:

Acceptance Date:	means the date on which the Licensee installs, or otherwise authorizes the installation of, The Software and any modifications pursuant to this agreement, on the Licensee's computer-hardware.
CPIX:	means the annual percentage rate change in the consumer price index as published by Statistics South Africa on a regular basis.
Documentation:	the user documentation and other literature provided by Licensor from time to time for use by the Licensee in conjunction with the Software.
Intellectual Property Rights:	rights arising by virtue of or in relation to patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.
License Fee:	the fee for the License as specified in Schedule 1.
Maintenance Services:	the Software support services to be offered by the Licensor pursuant to this Agreement as specified in Schedule 2.
Proprietary Information:	the Software and the Documentation and any complete or partial copies thereof, the Program Concepts, any other third-party Software licensed with or as part of the Software, benchmark results and any other information identified or reasonably identifiable as confidential and the proprietary information of the Licensor.
Release:	each issuance of the Software by the Licensor which incorporates the most recent technological functionality and is identified by the numeral to the left of the decimal point (e.g. 2.0).
Software:	means the "Travelogic™" travel management system, which definition shall include all updates in respect thereof as well as all Documentation relating thereto.
Use:	means to load, execute, employ, access, utilise, or display the Software and the Documentation.
Version:	means each issuance of each release of the Software developed by the Licensor which has incorporated further development work within the technology of that release and is identified by the numeral to the right of the decimal point (e.g. 2.2).

SCHEDULE 4
Minimum Requirements

Minimum System Requirements (1-User Version)

A. Travelogic Server/Client

Min Spec - Hardware

Pentium 4 3GHz

RAM: 1 GB (2 GB Recommended)

HDD Free Space: 5 GB

Software

Windows XP Pro – SP2 (with latest .net framework installed)

SQL Server 2005 Express

Internet Connection

In order for the Travelogic server to receive updates from the Update Server, the following is needed:

ADSL or High Speed Digital Line.