

SOFTWARE LICENSE AGREEMENT



This Software License Agreement ("Agreement") is entered into in accordance with the laws of the Republic of South Africa and governs the use of the ShowWave online event visitor management platform, accessible at www.showwave.co.za ("Platform").

This Agreement is concluded between:

RSP Information Technology cc, a private company duly incorporated in accordance with the company laws of the Republic of South Africa ("ShowWave", "Licensor"); and

The Client, being the legal entity or individual accepting this Agreement, whether electronically or in writing ("Client", "Licensee").

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Agreement" means this Software License Agreement, together with any schedules, quotations, order forms, or statements of work agreed between the Parties.
- 1.2 "Client Data" means all data, content, and information uploaded to or captured via the Platform by or on behalf of the Client, including visitor and event-related information.
- 1.3 "Effective Date" means the date on which the Client first accesses or uses the Platform.
- 1.4 "License" means the limited right granted to the Client to access and use the Platform in accordance with this Agreement.
- 1.5 "Services" means access to, and use of the Platform and any related support services expressly agreed in writing.
- 1.6 "Authorised User" means an employee, contractor, volunteer, exhibitor, agent or other individual authorised by the Client to access or use the Platform on its behalf.

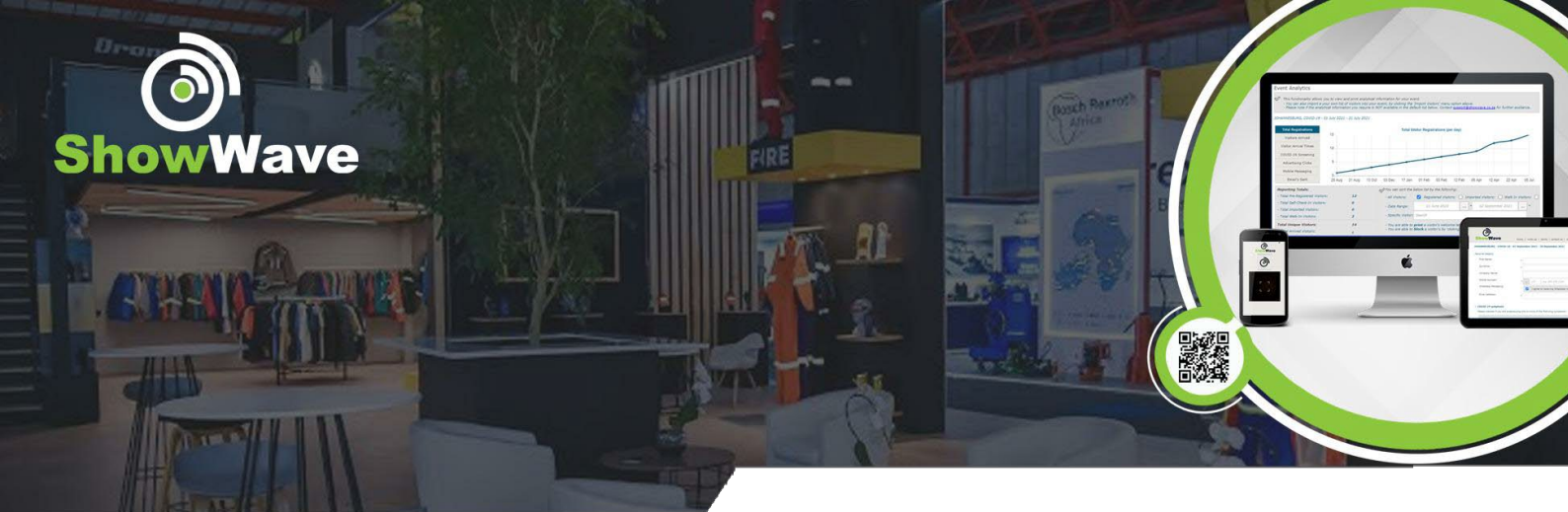
2. GRANT OF LICENSE

- 2.1 Subject to the terms of this Agreement, RSP Information Technology grants the Client and its Authorised Users a non-exclusive, non-transferable, revocable license to access and use the Platform for its internal or external business purposes relating to event visitor registration, management, and reporting.
- 2.2 The License is granted for the duration and scope specified in the applicable quotation or order form.
- 2.3 No rights are granted to the Client other than those expressly set out in this Agreement.

3. ACCEPTABLE USE

The Client shall not:

- Copy, modify, adapt, reverse engineer, decompile, or disassemble the platform;
- Use the Platform for unlawful purposes or in violation of any applicable law or regulation;
- Provide access to the Platform to any third party without RSP Information Technology's prior written consent;
- Interfere with or disrupt the integrity, security, or performance of the Platform.

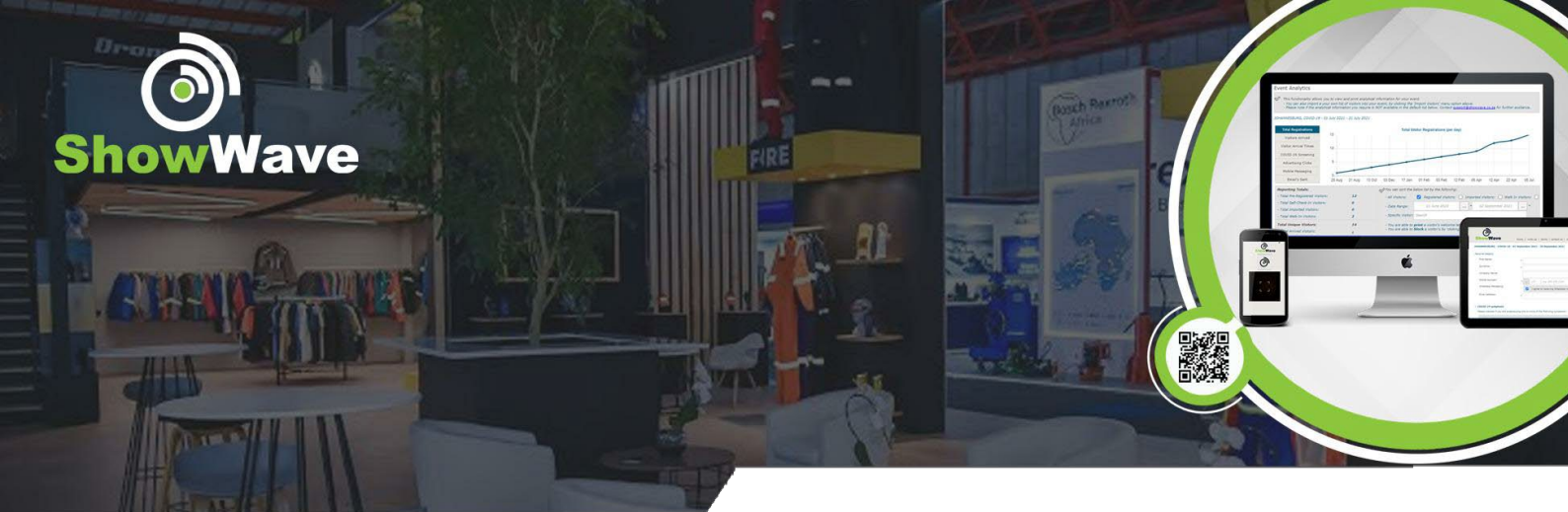


4. OWNERSHIP AND INTELLECTUAL PROPERTY

- 4.1 The Platform, including all software, source code, interfaces, designs, trademarks, and documentation, remains the sole and exclusive property of RSP Information Technology.
- 4.2 Nothing in this Agreement shall be construed as transferring any intellectual property rights to the Client.

5. CLIENT DATA AND POPIA COMPLIANCE

- 5.1 The Client retains ownership of Client Data, subject to the rights granted to RSP Information Technology under this Agreement.
- 5.2 The Client authorises RSP Information Technology to store, process, and manage Client Data solely for the purpose of providing the Services.
- 5.3 Each Party shall comply with the Protection of Personal Information Act, 4 of 2013 ("POPIA") and any other applicable data protection legislation.
- 5.4 The Client warrants that it is the Responsible Party in respect of all Client Data processed through the Platform and has established an appropriate lawful basis for such processing in accordance with POPIA, including obtaining consent where required by law
- 5.4.1 For purposes of POPIA, the Client acts as the Responsible Party in relation to Client Data and RSP Information Technology acts as an Operator processing such Client Data solely on the documented instructions of the Client, except where RSP Information Technology processes information for its own lawful business purposes as expressly permitted under this Agreement.
- 5.5 The Client acknowledges that, although the ShowWave Platform is hosted within the Republic of South Africa, certain authorised third-party service providers utilised by RSP Information Technology to deliver the Services may process or transmit limited personal information outside South Africa. Such providers may include email delivery providers, messaging providers, payment processors, cloud infrastructure providers, monitoring services, security providers and disaster recovery providers.
- Such processing may include email delivery, messaging services, cloud communications, monitoring, security and disaster recovery.
- RSP Information Technology shall ensure that any cross-border processing complies with applicable data protection legislation, including section 72 of POPIA, and that appropriate contractual, organisational and technical safeguards are implemented.



5.6 Data Retention

Event-specific data remains the property of the Client.

RSP Information Technology may retain attendee identity profiles, unique identifiers, registration history, audit logs and system records where reasonably necessary for platform administration, fraud prevention, duplicate detection, security, service continuity, legal compliance and the continued operation of the Platform.

5.7 Security Incident Notification

RSP Information Technology shall notify the Client without undue delay after becoming aware of any confirmed security incident that has materially affected Client Data processed on behalf of the Client. RSP Information Technology shall use commercially reasonable efforts to investigate the incident, mitigate its effects and reasonably cooperate with the Client in complying with applicable legal obligations.

6. FEES AND PAYMENT

6.1 The Client shall pay all fees as set out in the applicable quotation or order form.

6.2 Unless otherwise agreed in writing, fees are payable according to the terms specified on each quotation or order form.

6.3 RSP Information Technology reserves the right to suspend access to the Platform in the event of non-payment. RSP Information Technology shall provide the Client written notice of the breach and will allow the Client fourteen (14) days to remedy the breach before any suspension occurs. Notwithstanding the above, RSP Information Technology may immediately suspend access where reasonably necessary to protect the security, integrity or availability of the Platform or comply with applicable law.

7. AVAILABILITY AND SUPPORT

7.1 RSP Information Technology shall use commercially reasonable efforts to make the Platform available, subject to planned maintenance and circumstances beyond its control.

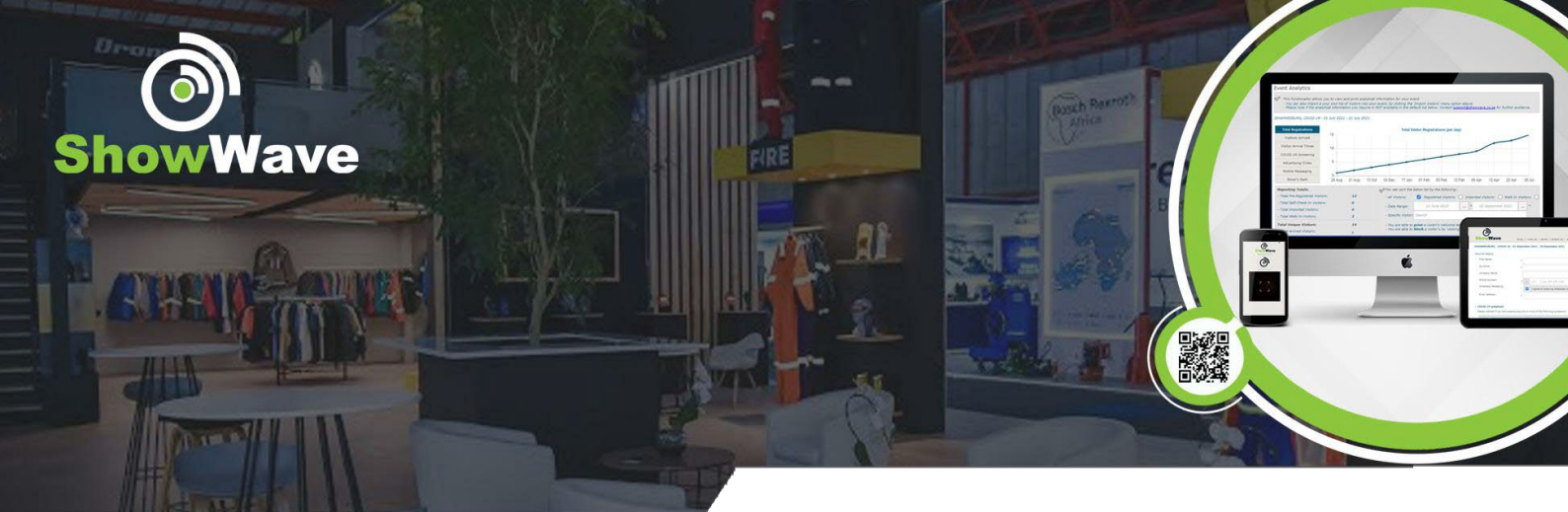
7.2 Support services, if any, shall be provided in accordance with the applicable service level agreement (SLA), where agreed.

8. CONFIDENTIALITY

Each Party undertakes to keep confidential all proprietary or confidential information received from the other Party and not to disclose such information to any third party without prior written consent, except:

- (a) where required by law.
- (b) where necessary to perform this Agreement.
- (c) to employees, contractors and authorised service providers who require access to perform the Services and who are bound by confidentiality obligations.

For the avoidance of doubt, "Confidential Information" includes "personal information" as defined in the Protection of Personal Information Act, 4 of 2013 ("POPIA").



9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by South African law, neither Party shall be liable for any indirect, consequential, or special damages.

9.2 Each Party's total liability arising from or in connection with this Agreement shall be limited to the total fees paid by the Client to RSP Information Technology in the twelve (12) months preceding the event giving rise to the claim.

9.3 The limitations and exclusions of liability set out in Clause 9 shall not apply to RSP Information Technology's indemnification obligations regarding third-party intellectual property infringement under Clause 9.4.1(a).

9.4. INDEMNIFICATION

9.4.1 RSP Information Technology Indemnity

Subject to Clause 9 (Limitation of Liability), RSP Information Technology shall defend, indemnify and hold harmless the Client against any third-party claim, loss, damage, liability, cost or expense (including reasonable legal fees) arising directly from:

- a) any final judicial determination that the unmodified ShowWave Platform, when used in accordance with this Agreement, infringes a third party's intellectual property rights;
- b) RSP Information Technology's gross negligence, wilful misconduct or material breach of its confidentiality, privacy or information security obligations under this Agreement, resulting in unauthorised disclosure of Client Data; or
- c) RSP Information Technology's material breach of any applicable law directly relating to the provision of the Services.

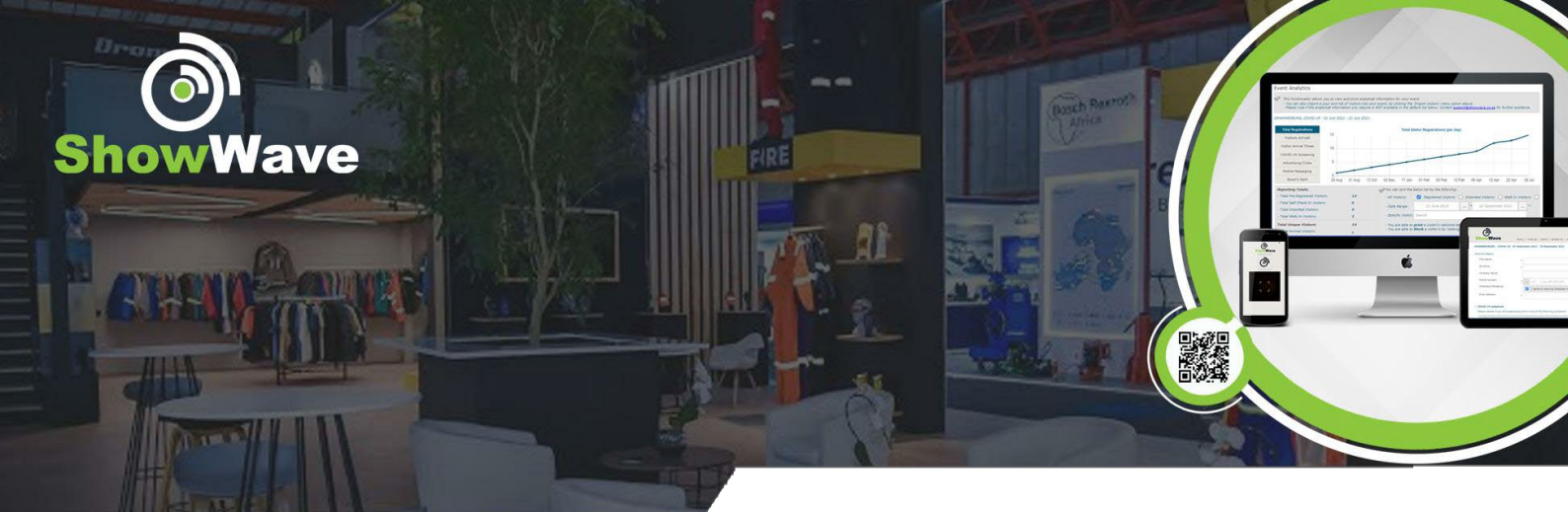
This indemnity shall not apply to the extent that any claim arises from:

- modifications made by the Client or any third party;
- the combination of the Platform with products, software or services not supplied or approved by RSP Information Technology;
- the Client's misuse of the Platform;
- Client Data or content supplied by or on behalf of the Client; or
- the Client's failure to implement updates, security patches or instructions provided by RSP Information Technology.

9.4.2 Client Indemnity

The Client shall defend, indemnify and hold harmless RSP Information Technology, its directors, employees and contractors against any third-party claim, loss, damage, liability, cost or expense (including reasonable legal fees) arising directly from:

- a) the Client's collection, use, disclosure or processing of personal information in breach of POPIA or any applicable data protection legislation;
- b) the Client's failure to establish a lawful basis for processing personal information or obtaining consent where required by law;
- c) any Client Data, content or materials uploaded, transmitted or processed through the Platform which infringe any intellectual property rights, privacy rights or other rights of any third party;
- d) any instructions provided by the Client that result in unlawful processing, distribution or disclosure of personal information;



- e) the Client's breach of this Agreement, including the Acceptable Use provisions; or
- f) the negligent, unlawful or fraudulent acts or omissions of the Client, its employees, contractors or authorised users.

9.4.3 Defence of Claims

A Party seeking indemnification shall:

- a) promptly notify the indemnifying Party of any claim;
- b) allow the indemnifying Party sole control of the defence and settlement of the claim;
- c) provide reasonable cooperation in the defence of the claim; and
- d) not admit liability or settle any claim without the prior written consent of the indemnifying Party.

9.4.4 Exclusive Remedy for Intellectual Property Claims

Where the Platform becomes, or is reasonably likely to become, the subject of an intellectual property infringement claim, RSP Information Technology may, at its sole option and expense:

- a) procure for the Client the continued right to use the Platform;
- b) modify or replace the affected portion of the Platform so that it becomes non-infringing without materially reducing its functionality; or
- c) if neither of the above is commercially reasonable, terminate the affected Services and refund any prepaid fees relating to the unused portion of the affected Services.

9.4.5 Relationship with Limitation of Liability

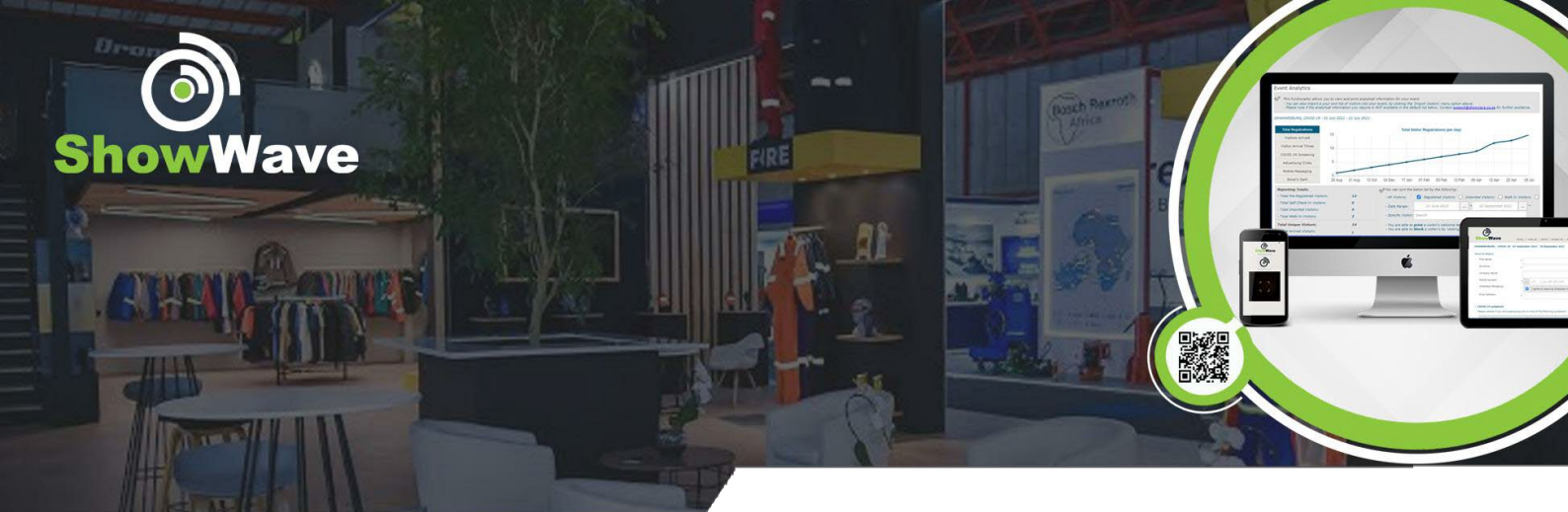
Except in respect of:

- fraud;
- wilful misconduct; or
- intellectual property infringement indemnified under Clause 9.4.1(a)
- the indemnities contained in this Clause shall remain subject to the limitations of liability set out in Clause 9 of this Agreement.

10. WARRANTIES AND DISCLAIMERS

10.1 RSP Information Technology warrants that the Platform will perform substantially in accordance with the functionality described in the applicable quotation, order form, agreed specification and official user documentation when used in accordance with this Agreement.

10.2 RSP Information Technology shall use commercially reasonable efforts to maintain the availability and functionality of the Platform and to correct reproducible material defects within a reasonable time after becoming aware of them. 10.3 Except as expressly stated in this Agreement, RSP Information Technology does not warrant that the Platform will operate uninterrupted or be completely error-free.



11. TERM AND TERMINATION

11.1 Either Party may terminate this Agreement for convenience by providing thirty (30) days' prior written notice to the other Party. Termination shall not affect:

- (a) any fees accrued or payable before the effective date of termination;
- (b) any event or professional services already commenced or committed to by RSP Information Technology;
- (c) any provisions of this Agreement which by their nature survive termination, including confidentiality, intellectual property, limitation of liability, indemnities and data retention obligations.

11.2 Either Party may terminate this Agreement on written notice in the event of a material breach not remedied within fourteen (14) days of notice.

11.3 Upon termination, the Client's right to access and use the Platform shall immediately cease.

12. FORCE MAJEURE

Neither Party shall be liable for failure to perform due to events beyond its reasonable control, including acts of God, power failures, or internet outages.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. The Parties consent to the exclusive jurisdiction of the South African courts.

14. GENERAL

14.1 This Agreement constitutes the entire agreement between the Parties relating to the Platform.

14.2 No amendment shall be valid unless reduced to writing and signed by both Parties.

14.3 If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.4 This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. Electronic signatures shall have the same force and effect as original signatures to the fullest extent permitted by applicable law.



ACCEPTANCE

By accessing or using the ShowWave Platform, the Client acknowledges that it has read, understood, and agrees to be bound by this Agreement.

Signed at _____ on this _____ day of _____ 20____
For RSP Information Technology (ShowWave):

 Darrin Smart
Founder

Company Name: _____

Name: _____

Position: _____

Signature

ANNEXURE A: TECHNICAL RESOURCE INCLUSION



This Annexure A forms part of the ShowWave Software License Agreement ("the Agreement") entered between RSP Information Technology cc ("ShowWave") and the Client.

1. PURPOSE

The purpose of this Annexure A is to define the inclusion of a dedicated technical resource, provided by RSP Information Technology, for the duration of the Agreement at a fixed rate, to support additional technical requirements beyond the standard platform offering.

2. TECHNICAL RESOURCE SCOPE

2.1 RSP Information Technology shall make available a technical resource ("Technical Resource") for the duration of the Agreement.

2.2 The Technical Resource shall be responsible for, including but not limited to:

- Custom development and enhancements outside of standard platform features
- Integration with third-party systems and APIs
- Data manipulation, migration, and transformation
- Custom reporting requirements
- Troubleshooting and resolving technical issues not related to standard platform support
- Any other technical activities that fall outside of the predefined ShowWave platform processes and functionalities

2.3 Standard platform features, maintenance, and support remain governed by the core Agreement and are excluded from this Annexure unless otherwise specified.

3. ALLOCATION AND AVAILABILITY

3.1 The Technical Resource shall be allocated on an hourly basis, as agreed between the Parties.

3.2 The total allocation shall be 32 hours per month (or equivalent), which may be adjusted by mutual written agreement.

3.3 Any unused allocated hours shall expire at the end of the applicable calendar month and shall not accumulate or roll over unless otherwise agreed in writing by the Parties.

3.4 Any additional hours required beyond the agreed allocation shall be subject to prior approval and billed at the agreed additional rate.

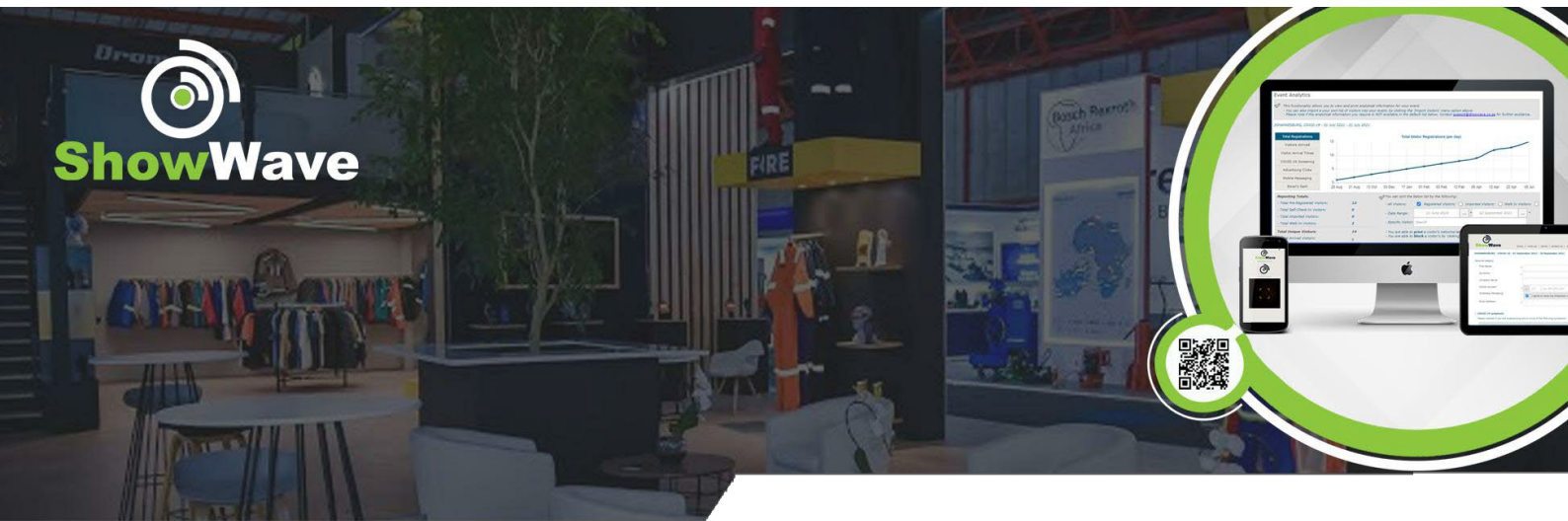
4. FEES AND PAYMENT TERMS

4.1 The Technical Resource shall be provided at a fixed rate of R1,200.00 (One Thousand Two Hundred Rand) per hour, for the duration of the Agreement.

4.2 Fees shall be invoiced monthly in arrears, unless otherwise agreed.

4.3 Payment terms shall align with those outlined in the main Agreement.

4.4 Any work performed outside of the agreed allocation shall be invoiced separately at a rate of R1,500.00 (One Thousand, Five Hundred Rand) per hour, subject to prior written approval.



5. REQUEST AND APPROVAL PROCESS

- 5.1 All requests for Technical Resource services must be submitted through an agreed communication channel (e.g., email, ticketing system, or project management platform).
- 5.2 RSP Information Technology shall assess each request and provide an estimated time and effort prior to commencement.
- 5.3 Work shall only commence upon written approval from the Client.

6. SERVICE LEVEL EXPECTATIONS

- 6.1 RSP Information Technology will use reasonable efforts to deliver all requested work within agreed timelines. 6.2 Turnaround times will depend on the complexity and scope of each request.
- 6.3 This Annexure does not constitute a guaranteed response or resolution SLA unless otherwise explicitly defined.

7. TERM AND TERMINATION

- 7.1 This Annexure A shall remain in effect for the duration of the Agreement unless terminated earlier by mutual written consent.
- 7.2 Termination of the Agreement shall automatically terminate this Annexure.
- 7.3 Any outstanding fees for services rendered up to the termination date shall remain payable.

8. GENERAL

- 8.1 In the event of any conflict between this Annexure and the main Agreement, the terms of this Annexure shall prevail in relation to the Technical Resource inclusion.
- 8.2 All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Signed at _____ on this _____ day of _____ 20____
For RSP Information Technology (ShowWave):

Darrin Smart
Founder

Company Name: _____

Name: _____

Position: _____

Signature