GRAPHISOFT.
ARCHICAD

SOFTWARE SERVICE AGREEMENT

for

Graphisoft® ArchiCAD

as supplied by

TotalCAD SOLUTION CENTRE PTY LTD
t/a GRAPHISOFT SA

GRAPHISOFT.
ARCHICAD

This SOFTWARE SERVICE AGREEMENT ("Agreement") is entered into between:

TotalCAD Solution Centre PTY LTD trading as GRAPHISOFT SA ("Supplier")

having its principal office at 6 Abrey Road, Kloof, Durban, Republic of South Africa

and

_____
(hereinafter referred to as "Customer")

GRAPHISOFT.
ARCHICAD

1. Services and Fees Applicable

There are 4 licensing options available, the details of which are contained below. Please select the option
of your choice and enter the number of licenses you select to have on this option.

OPTION 1

FEES R750.00 per month excluding VAT

NO OF LICENSES

1. Free Upgrade of Software that the Supplier generally makes available for End Users. Upgrades are subject to the same licensing agreement as original software. The Supplier may, at its option, send, have delivered or email to the Customer corrected Program(s) or "patches" in electronic, CD-ROM or magnetic form, when any modifications, error corrections, fixes or new releases to the Programs are provided pursuant to this Agreement, together with installation instructions. The Supplier might also instruct the Customer to download files from an Internet site.

2. Replacement of Hardware Protection Key(s) in the event of theft or damage (proof of the theft or incident leading to damage must be presented with appropriate documentation). Damaged dongle must be returned within 14 days of the incident.

3. Online technical support direct from TotalCad Solution Centre PTY Ltd during normal business hours. (8.00am to 5.00pm)
This may take the form of call centre contact, email, Teamviewer and/or BIMCentral. Should a query not be capable of being resolved by remote support, then an independent Service Provider will be sent to resolve the issue and the Customer will be billed directly by the Service Provider . The Customer will be able to exercise choice regarding this Service Provider.

GRAPHISOFT.
ARCHICAD

OPTION 2

FEES R850.00 per month excluding VAT

NO OF LICENSES

1. Free Upgrade of Software that the Supplier generally makes available for End Users. Upgrades are subject to the same licensing agreement as original software. The Supplier may, at its option, send, have delivered or email to the Customer corrected Program(s) or "patches" in electronic, CD-ROM or magnetic form, when any modifications, error corrections, fixes, or new releases to the Programs are provided pursuant to this Agreement, together with installation instructions. The Supplier might also instruct the Customer to download files from an Internet site.

2. Replacement of Hardware Protection Key(s) in the event of theft or damage (proof of the theft or incident leading to damage must be presented with appropriate documentation). Damaged dongle must be returned within 14 days of the incident.

3. Online technical support direct from TotalCad Solution Centre PTY Ltd during normal business hours. (8.00am to 5.00pm)
   This may take the form of call centre contact, email, Teamviewer and/or BIMCentral. Should a query not be capable of being resolved by remote support, then an independent Service Provider will be sent to resolve the issue and the Customer will be billed directly by the Service Provider. The Customer will be able to exercise choice regarding the Service Provider.

4. Small XA Compliance Tools.

OPTION 3

FEES R1150.00 per month excluding VAT

NO OF LICENSES

1. Free Upgrade of Software that the Supplier generally makes available for End Users. Upgrades are subject to the same licensing agreement as original software. The Supplier may, at its option, send, have delivered or email to the Customer corrected Program(s) or "patches" in electronic, CD-ROM or magnetic form, when any modifications, error corrections, fixes, or new releases to the Programs are provided pursuant to this Agreement, together with installation instructions. The Supplier might also instruct the Customer to download files from an Internet site.

2. Replacement of Hardware Protection key(s) in the event of theft or damage (proof of the theft or incident leading to damage must be presented with appropriate documentation). Damaged dongle must be returned within 14 days of the incident.

3. Online technical support direct from TotalCad Solution Centre PTY Ltd during normal business hours. (8.00am to 5.00pm)
   This may take the form of call centre contact, email, Teamviewer and/or BIMCentral. Should a query not be capable of being resolved by remote support, then an independent Service Provider will be sent to resolve the issue and the Customer will be billed directly by the Service Provider. The Customer will be able to exercise choice regarding the Service Provider.

4. Free Attendance at 2x two day training seminars per annum in KwaZulu Natal, Gauteng, Western Cape or Namibia (CPD Accredited)

GRAPHISOFT.
ARCHICAD

OPTION 4

FEES R1250.00 per month excluding VAT

NO OF LICENSES

1. Free Upgrade of Software that the Supplier generally makes available for End Users. Upgrades are subject to the same licensing agreement as original software. The Supplier may, at its option, send, have delivered or email to the Customer corrected Program(s) or "patches" in electronic, CD-ROM or magnetic form, when any modifications, error corrections, fixes, or new releases to the Programs are provided pursuant to this Agreement, together with installation instructions. The Supplier might also instruct the Customer to download files from an Internet site.

2. Replacement of Hardware Protection Key(s) in the event of theft or damage (proof of the theft or incident leading to damage must be presented with appropriate documentation). Damaged dongle must be returned within 14 days of the incident.

3. Online technical support direct from TotalCad Solution Centre PTY Ltd during normal business hours. (8.00am to 5.00pm)
   This may take the form of call centre contact, email, Teamviewer and/or BIMCentral. Should a query not be capable of being resolved by remote support, then an independent Service Provider will be sent to resolve the issue and the Customer will be billed directly by the Service Provider. The Customer will be able to exercise choice regarding the Service Provider.

4. Free Attendance at 2x two day training seminars per annum in KwaZulu Natal, Gauteng, Western Cape or Namibia (CPD Accredited).

5. SmartXA Compliance Tools.

2. PAYMENT

    1) Software Service fees are payable monthly in advance by the 1st day of each month.
Invoices will be sent out by 15th day of the preceding month.

    2) Supplier Banking Details:

        TotalCAD Solution Centre (Pty) Ltd t/a Graphisoft SA
        First National Bank
        Acc No: 62076479057
        Branch code : 220226
        Branch: Davenport

    3) Payment Method
       Electronic transfer to the Supplier.

    4) A monthly interest charge at the rate of the maximum legal rate will be assessed on all payments more than fifteen (15) days past due. Interest on late payments will be calculated and charged against the next payment billed.

    5) The Supplier reserves the right to change monthly pricing, should the Rand's value decrease and exceed R18.00 to the Euro.

    6) Monthly pricing will be increased annually.

3. Sections Limited Liability and Disclaimers

    1) Concerning Limited Warranty and Disclaimers in connection with Program(s), the User License Agreement originally shipped with the Program(s), is valid.

    2) The aggregate liability of Supplier (including its subcontractors and suppliers) for all claims, whether in contract, delict (including negligence and product liability), or otherwise, arising out of, connected with or resulting from any performance or nonperformance hereunder shall not exceed the fees allocable to the services that give rise to the claim.

4. Section 4 - Intellectual Property

Ownership of Product(s)

The Supplier and its licensors shall retain all right, title and interest in the Product(s) throughout the world, including without limitation, patent, copyright, trademark and trade secret rights. Except as expressly set forth in this Agreement, neither this Agreement, nor any license of the Product(s) shall be construed as granting to the Customer any license or other right in or to any patent, copyright, trademark, trade secret or other proprietary right of the Supplier or its licensors. The Customer shall take all reasonable measures to protect the Supplier's proprietary rights in the Product(s) and shall not copy, use or distribute the Product(s) or any part of it, or any derivative thereof, in any manner or for any purpose, except as expressly authorised in this Agreement. The Customer shall not disassemble, decompile, or reverse-engineer the Product(s), including its source code, or otherwise attempt to discover any Supplier trade secret or other proprietary information.

Notification of Infringement

The Customer shall notify the Supplier immediately of any infringement or suspected infringement of the Product(s) and the intellectual property rights of any third party. The Customer shall also notify the Supplier immediately if it becomes aware of any infringement or suspected infringement of the Product(s) by any party.

Right to Copy

The Customer acknowledges that the Product(s) is protected and copyrighted as written in this Agreement and noted on the Product(s) and that the Customer is not authorised to reproduce any packages of the Product(s) (English or any localised) above the ordered quantity and is not authorised to reproduce the HCPU. The Customer is not allowed to authorise and to license others to reproduce any packages of the Product(s).

5. <u>Section 5 - Term</u>

1) This Agreement shall commence on the date of signature and continue until terminated or cancelled. The Customer may cancel the contract by giving 90 (ninety) days written notice to the Supplier with the proviso that the contract may not be cancelled within the first 12 (twelve) months.

2) The Supplier may terminate this Agreement by giving 7 days written notice of termination to Customer upon the occurrence of any of the following events:

   - Customer defaults in the performance of any material requirement or obligation created by this Agreement or the License Agreement and such default is not cured within the applicable cure period;
   - If a customer misses 2 (two) monthly payments, they will be in breach of the contract and no longer qualify for the free upgrade. The Customer will need to pay a Software Service Agreement reinstatement fee which will be the equivalent of the upgrade fee if they wish to reactivate the Software Service Agreement.
   - Customer ceases business operations, is the subject of any bankruptcy, insolvency, or similar proceeding, becomes insolvent, or makes an assignment for the benefit of creditors or a receiver is appointed for a substantial part of Customer's assets or becomes unable to pay its debts when due.

3) Any amount payable by the Customer to the Supplier shall not be affected by termination.

6. <u>Section 6- Domicilium</u>

1) The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the parties.

2) For purposes of this Agreement the parties' respective addresses shall be –

    1) The Customer:
    Contact Person:
    Tel:
    Email:

    1) The Supplier : 6 Abrey Road, Kloof, Durban, 3610
    Tel: 031 764 1314
    Email: info@graphisoft.co.za

    or at such other address in the Republic of South Africa of which the party concerned may notify the other in writing.

7. Section 7 - Miscellaneous

1) 7.1. The Customer is aware of and will strictly adhere to the provisions of Graphisoft's Licence Agreement. Illegal use of the product will result in the institution of legal action.

2) The Customer consents to receiving marketing offers from the Supplier/Channel Partner from time to time. Should the Customer no longer wish to receive such communication, the Customer must communicate these instructions to the Supplier in writing.

3) A failure by either party to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Agreement.

4) This Agreement shall obligate and benefit the parties, their personal representatives, heirs, successors, and assigns. The Supplier may assign all or any part of this Agreement, but no assignment or transfer of any interest in this Agreement (including sub-licenses, pledge, security interests, and the like) may be made by the Customer without the prior written consent of the Supplier.

5) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and effect.

6) This Agreement is the entire agreement of the parties, and supersedes all prior agreements and communications, whether oral or in writing, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless made in writing and signed by the Supplier and the Customer.

7) This Agreement shall be governed by and construed under the laws of THE REPUBLIC OF SOUTH AFRICA. GRAPHISOFT
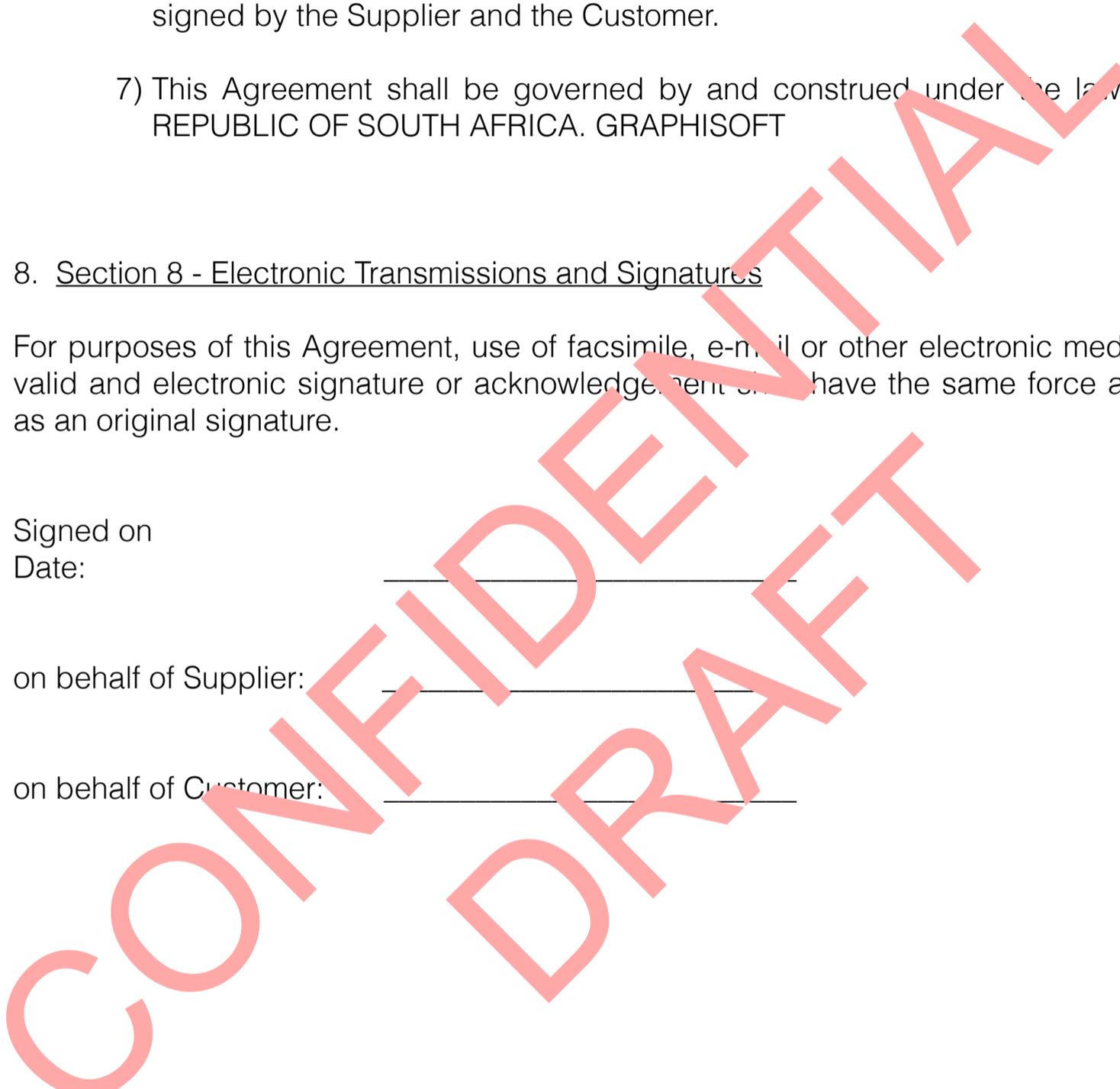
8. <u>Section 8 - Electronic Transmissions and Signatures</u>

For purposes of this Agreement, use of facsimile, e-mail or other electronic media will be valid and electronic signature or acknowledgement shall have the same force and effect as an original signature.

Signed on
Date: _____

on behalf of Supplier: _____

on behalf of Customer: _____

GRAPHISOFT.
ARCHICAD

Software and fees Covered by the Current Maintenance Agreement

Name of Company:_____

Name and position of person to sign on behalf of Customer:

_____

Product Schedule

Dongle number	Licence Config	SSA Option

Value of Goods

Total Value of Goods:_____

Payment Selection: Monthly

Contract Start Date: _____

Approved by:

Customer:

Supplier: