

SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT ENTERED INTO BETWEEN:

SYNTELL (PTY) LTD

(Registration No. 2003/022275/07),
a private company incorporated according to the laws of the Republic of South Africa, having its principal place of business at 64/74 White Road, Retreat, Cape Town, 7945, being represented herein by Ian Craig in his capacity as duly authorised signatory, (hereinafter "Licensor")

and

BAVIAANS LOCAL MUNICIPALITY

established in terms of the Local Government Municipal Structures Act, No. 117 of 1998, as amended having its principal place of business at Municipal Offices, BAVIAANS being represented herein by JOHANN BOYLE, in his capacity as duly authorised signatory, (hereinafter "the Licensee")

Whereas the Licensor is the proprietary owner of all the Intellectual Property Rights relating to the Software;

And Whereas the Licensee wishes to acquire a Licence for the Use of the Software and the Syntell Encryption Cards within the Designated Sites;

And Whereas the Licensor wishes to grant the Licensee a Licence to Use the Software only within the Designated Sites, according to the terms and conditions of this Agreement;

Now therefore the parties agree as follows:

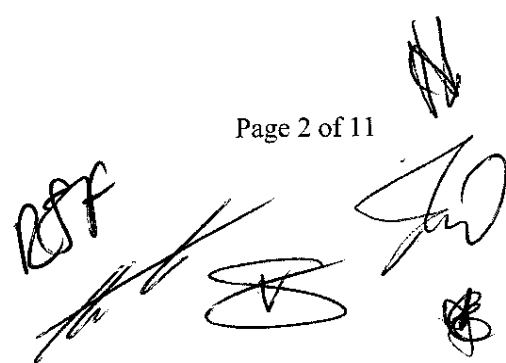
1. DEFINITIONS

In this Agreement, in addition to the definitions set out above, and unless inconsistent with the context, the following words and phrases shall bear the following meanings:

- 1.1. "Agreement" means this Agreement between the Parties including all annexures and /or schedules thereto;
- 1.2. "Business Hours" means the hours between 08H00 and 17H00 on any day excluding public holidays, Saturdays and Sundays;
- 1.3. "Commencement Date" means 1 October 2009;
- 1.4. "Confidential Information" means :
 - 1.4.1 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, software,

The image shows several handwritten signatures in black ink. On the left, there is a signature that appears to be 'IAN CRAIG'. In the center, there is a signature that appears to be 'JOHANN BOYLE'. On the right, there is a signature that appears to be 'ANTON'. There are also some smaller, less legible marks and initials scattered around the main signatures.

- software source documents, source codes, proprietary hardware, inventions or ideas;
- 1.4.2 analyses, concepts, compilations, studies and other material prepared by or in possession or control of the recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition;
- 1.4.3 any dispute between the Parties resulting from this Agreement; and
- 1.3.4 the Software Documentation and Licensed Software;
- 1.5. "Copyright" means all rights of Copyright whether existing now or in the future in and to the Software and Syntell Encryption Cards, including initial drawings, sketches, flow charts and designs relating thereto;
- 1.6. "Designated sites" means any site within the municipal boundaries of the Licensee;
- 1.7. "General Upgrades" means any alteration, modification and/or upgrade of the Software to the latest available version made available by the Licensor from time to time;
- 1.8. "IPR" means the intellectual property rights including all present and future patent rights, trademarks, copyright in the Licensed Software and any other intellectual property rights vesting in the Licensor relating to the Licensed Software;
- 1.9. "Licence" means a non-transferable and non-exclusive right granted to the Licensee to use the Software and to make sufficient copies of the Software for backup purposes;
- 1.10. "Licensed Software" means the Software;
- 1.11. "Onsite" means the physical address of the Licensee;
- 1.12. "Party/ies" means Syntell and/or the Licensee as the case may be;
- 1.13. "Point of Sale System" means the online Syntell S3 Vending System, consisting of hardware and S3 Software supplied by Syntell, and which shall be utilised from time to time to enable consumers to purchase electricity coupons, together with any modifications and enhancements to the said system and the methods of collection as developed or devised by the Licensor from time to time;
- 1.14. "Software" means the object and source code files as well as the binary files used to compile the Syntell S3 Vending suite of products;
- 1.15. "Software Documentation" means the written document(s) containing detailed instructions pertaining to the use of the Software and setting out the operation of the Software;
- 1.16. "Special Upgrades" means any alteration or modification to the specification of the Software developed and implemented by Licensor at the request of the Licensee ;
- 1.17. "Syntell S3 Vending System" means the online prepayment hardware and software and consumables supplied by Licensor and which is used to enable consumers to purchase computer generated meter specific coupons which are then used to activate an energy dispenser, together with any modifications and enhancements to the system;
- 1.18. "Syntell Encryption Card" means the printed circuit board with micro-controller and PC interface circuitry used to generate pre-payment meter tokens for Plessey /Tellumat proprietary meters, or other types of meters approved by the parties from time to time; and

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- 1.19. "Use" means that the Licensor is entitled to allow the Software to operate for the benefit of the Licensee at the Designated Sites on the Licensee's own internal operating systems or central processors.

2. COMMENCEMENT DATE AND DURATION

- 2.1. The Agreement shall commence on the Commencement Date, and shall continue for an initial 3 (three) year period unless terminated in accordance with the provisions of clause 8 below. All previous software licencing agreements between the Parties, whether written or verbal shall terminate on the Commencement Date.
- 2.2. Subject to the laws that apply to preferential procurement and local government, the period may be extended annually or for such period and on such conditions agreed upon by the Parties, but limited to an additional two (2) years.

3. GRANT OF LICENCE

- 3.1. The Licensor hereby grants a Licence to the Licensee on the terms and conditions set out in this Licence Agreement.
- 3.2. The Licence granted to the Licensee authorises the Licensee to Use the Licensed Software at the Designated Sites only, until the Licence Agreement is amended in writing or terminated.
- 3.3. The Licensee shall not have the right to sub-Licence or transfer the Licensed Software in any way whatsoever, either in whole or in part, to any third party.
- 3.4. The Licensee shall not copy nor permit any party to copy the Licensed Software, except to make sufficient copies solely for backup or archival purposes.
- 3.5. The Licensee hereby agrees and undertakes that it shall not (i) decompile or reverse engineer the Licensed Software or translate the Licensed Software into any other computer language and/or make media translations thereof and/or make any attempt to do any of the aforesaid; nor (ii) print the source code or make any attempt to derive the source code of the Licensed Software; nor (iii) modify, enhance, alter or make derivative works of the Licensed Software, or make any attempt to do any of the aforesaid; nor (iv) allow any third party access to the Licensed Software for the purposes of carrying out any of the activities prohibited in this clause 3.5. Without prejudice to any other rights or remedies which the Licensor may have in law as limited by this Licence Agreement, all proprietary rights in and to any modifications, enhancements or alterations made to the Licensed Software or in any related product developed as a result of any breach of the Licence conditions contained in this clause 3.5 shall vest in the Licensor.
- 3.6. The Licensee shall allow the Licensor, upon reasonable Notice, access to its premises to audit the Licensee's compliance with the Licence Agreement.
- 3.7. Each copy of the Licensed Software in the possession of, or under the control of the Licensee, shall be subject to the provisions of this Licence Agreement and, as such, to the same restrictions on Use and disclosure as are contained in this Licence Agreement.
- 3.8. All General Upgrades and Special Upgrades of the Licensed Software supplied to the Licensee from time to time shall be subject to the provisions of this Licence Agreement, and, as such, to the same restrictions on Use and disclosure as are contained in this Licence Agreement.

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4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Licensee acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Licensed Software are and will remain the sole property of the Licensor.
- 4.2. The Licensee shall not question or dispute the ownership of such rights at any time during the continuation in force of the Licence Agreement or thereafter.
- 4.3. The Licensor warrants that, to the best of its knowledge, the Software does not infringe upon or violate any Intellectual Property Rights of any third party.
- 4.4. If, during the term of this Licence Agreement, any infringement or illegal use of the Licensed Software and/or the Intellectual Property by any third party shall come to the attention of the Licensee, then and in such event the Licensee shall notify the Licensor of such infringement or illegal use. It shall be within the discretion of the Licensor to determine what steps shall be taken against an infringer and the Licensee shall co-operate fully with the Licensor in whatever measures, including legal action, are taken to bring any infringement or illegal use to an end. The Licensee undertakes that at no time will they bring any proceedings of whatever nature arising out of the infringement or illegal use of the Licensed Software and/or the Intellectual Property without the prior written consent of the Licensor. Any damages awarded in infringement proceedings shall be for the benefit of the Licensor.

5. SUPPORT BY LICENSOR

- 5.1. Subject to the provisions of clauses 7.1 and 7.3 below the Licensor shall issue all General Upgrades of the Licenced Software to the Licensee free of charge; the cost of travel and subsistence associated with the installation of such upgrades shall, however, be borne by the Licensee;
- 5.2. The Licensor shall operate and maintain a Telephonic/Electronic help-desk during Business Hours for the purpose of delivering remote support of the Licensed Software to the Licensee and to other Licensees, free of charge.
- 5.3. The Licensor shall attend Onsite, two (2) times per annum, to perform, training of new Licensee personnel utilising the Software, system maintenance and to identify any shortcomings with the Point of Sale System.
- 5.4. Unless otherwise agreed by the Parties in writing, the Licensor shall not provide any additional services not forming part of the support noted in clause 5.1 to 5.3 above, including, without limitation, any of the following services:
 - 5.4.1 training of new Licensee personnel utilising the Software;
 - 5.4.2 system maintenance;
 - 5.4.3 support of any software other than the Software accessories, attachments, machines, peripheral equipment, systems or other devices not supplied by the Licensor;
 - 5.4.4 rectification or the recovery of lost or corrupted data arising from any reason other than the Licensor's own negligence;
 - 5.4.5 support rendered more difficult because of any changes, alterations, additions, modifications or variations, not performed by the Licensor, to the Syntell S3 Vending System, or the Point of Sale System;
 - 5.4.6 attendance to faults caused by using the Point of Sale System outside design or other specifications of the Point of Sale System;

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- 5.4.7 diagnosis and/or rectification of problems not directly associated with the Point of Sale System;
- 5.4.8 repairs or replacements necessitated by accidental damage, operator errors, abnormal operating conditions, the connection of unauthorised peripheral equipment, improper use, misuse, neglect or abuse of the Point of Sale System, assistance on hardware usage or service calls necessitated by causes external to the Point of Sale System such as failures in the Point of Sale hardware brought about by the negligence or wilful act or omission on the part of the Licensee.

The Licensor shall quote separately for any additional services requested by the Licensee and they shall not be included in the price as contemplated in clause 7 below.

- 5.5. The Licensee will inform the Licensor of any faults or problems in or in respect of the Point of Sale System as soon as possible after any such fault or problem is discovered and will provide the Licensor personnel with reasonable access to all equipment associated with the Point of Sale System on which the Syntell S3 Vending Software is operating.
- 5.6. The Licensee shall, provide at its cost, an adequate digital internet link facility, suitable to the needs of the Licensor, in order to facilitate the provision of the support by the Licensor.

6. LIMITATION OF LIABILITY

- 6.1. The liability of the Licensor for faulty execution of the Licensed Software or support as well as all damages suffered by the Licensee, whether direct or indirect, as a result of the malfunctioning of such Licensed Software or as a result of the rendering of such support, will be limited to the Licensor rectifying the malfunction or Software errors caused by the faulty execution of the support, within 5 (five) working days and, free of charge, provided that the Licensor is notified immediately of the damage or faulty execution of the Licensed Software.
- 6.2. This liability is completely excluded if the Licensee attempts to correct or allows third parties to correct or attempt to correct the Licensed Software or faulty execution of the support without the prior written approval of the Licensor.
- 6.3. Any other liability on the part of the Licensor arising from any cause whatsoever is specifically excluded. Without limiting the generality of the a foregoing, the Licensor shall not be liable for any delay, failure, breakdown, damage or injury caused by:
 - 6.3.1 software, programs and support services supplied by or obtained by the Licensee without the consent or knowledge of the Licensor; or
 - 6.3.2 software or programs modified by the Licensee or any third party not authorised to do so in terms of the Licence Agreement; or
 - 6.3.3 the actions or requirements of any telecommunications and/or utility authority or a supplier of telecommunication and/or utility services or software
- 6.4. In no event shall the Licensor be liable to the Licensee for loss of profits or for incidental, special or consequential damages arising out of or in connection with the Licensed Software or the delivery, installation, servicing, performance or use of it in combination with other computer software.

7. PAYMENT

- 7.1. In consideration of the rights granted to the Licensee under this Agreement the Licensee shall pay to the Licensor an upfront payment of R290 155.94 (Two Hundred and Ninety Thousand One Hundred and Fifty Five Rand and Ninety Four Cents) exclusive of VAT

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and an annual fee of R47 308,80 (Fourty Seven Thousand Three Hundred and Eight Rand and Eighty Cents) exclusive of VAT (the "Licence Fee"). The annual Licence Fee shall be payable by the Licensee to the Licensor annually in advance. The upfront payment will be made within 30 days of date of invoice. Travel and accommodation costs for support offered in terms of clause 5.1 and 5.4 above and any additional service costs shall be charged for as and when they arise and shall be payable by the Licensee within 30 days of date of invoice.

- 7.2. The Licensor shall be entitled to adjust the Licence Fees annually on the anniversary of the Effective Date by not more than the rate of inflation as measured by the rate of increase in the Consumer Price Index as last published by the Central Statistical Services department immediately prior to the anniversary of the Commencement Date.
- 7.3. The Licence Fee shall not cover Special Upgrades. A separate licence fee shall be negotiated between the Licensee and the Licensor for such upgrades. Except for the separate licence fees, the terms and conditions of this Licence Agreement shall apply *mutatis mutandis* to any General and Special Upgrades.
- 7.4. Should any amounts remain unpaid after due date, the Licensor shall, in addition to any other remedy available in law, be entitled to de-activate any Licensed Software until such Licence Fee has been settled and paid in full.
- 7.5. Without prejudice to the Licensor's other rights under this Agreement, the Licensor shall be entitled to interest on any amounts not paid by the Licensee on due date calculated to date of payment at the prime overdraft rate of the Licensor's bankers plus 2%.

8. BREACH AND TERMINATION

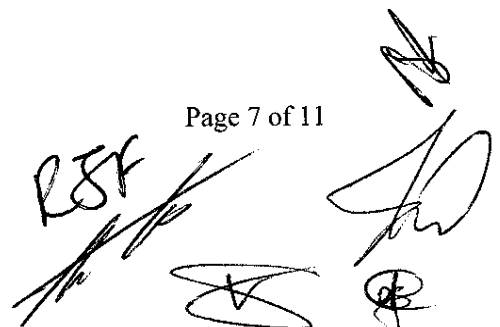
- 8.1 This Agreement may be terminated immediately by notice in Writing by either the Licensee or the Licensor (hereinafter in this clause "Party/ies"):
 - 8.1.1 if the other Party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) for a period of 14 (fourteen) days following receipt of Written notice from the other Party specifying the breach; or
 - 8.1.2 if the other Party is involved in any legal proceedings concerning its solvency, or ceases trading, or enters into liquidation, whether compulsory or voluntary, or makes an arrangement with its creditors or petitions for an administration order, or has a receiver or manager appointed over all or any part of its assets, or generally becomes unable to pay its debts; or
 - 8.1.3 the controlling interest or ownership in either of the Parties becomes vested in a competitor of either of the Parties. For the purpose of this clause, the Party who makes this allegation shall carry the burden to prove same; or
 - 8.1.4 the other Party infringes the copyright, trade secrets or patent of any third party, in order to meet all or some of its obligations contained in the Agreement.
- 8.2 In the event that any change in any law, regulation, ordinance or similar official decree renders any part of this Agreement illegal or null and void, either Party may terminate this Agreement forthwith.
- 8.3 Termination of this Agreement under clauses 8.1 and 8.2 shall be without prejudice to any other rights or remedies of either Party under this Agreement or at law and will not affect any accrued rights or liabilities of either Party at the date of termination.

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- 8.4 Upon termination of the Licence Agreement for any reason, the Licensee will cease all further use of the Licensed Software and, where requested to do so by the Licensor, shall return or destroy the Licensed Software where appropriate and all copies thereof and shall furnish the Licensor with an affidavit dealing with the manner in which the Licensee have complied with the provisions of this clause 8.4.
- 8.5 The Licensee's obligations in terms of clauses, 3.5, and 4 of this Agreement shall survive the termination of this Agreement.

9. DISPUTE RESOLUTION

- 9.1 The Parties irrevocably agree that any dispute whatsoever arising from this Agreement shall be settled according to the following procedure:
- 9.1.1 the Parties shall firstly utilise their best efforts to attempt to settle the dispute amicably between them by negotiation. This entails that the one party invites the other in Writing to a meeting to attempt to resolve the dispute within thirty (30) days from the date of Written invitation;
- 9.1.2 should such negotiation fail to resolve the dispute, the Parties irrevocably agree that the dispute shall be referred to administered mediation upon the terms set by the Arbitration Foundation of South Africa ("AFSA") Secretariat;
- 9.1.3 should the mediation fail to resolve the dispute, the Parties irrevocably agree that the dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted according to the AFSA arbitration rules before:
- 9.1.3.1 a single arbitrator appointed in terms of those rules in the event that the amount in dispute is less than one million rand; or
- 9.1.3.2 three arbitrators appointed in terms of those rules in the event that the amount in dispute is equal to or greater than one million rand.
- 9.1.4 The venue of the arbitration shall be Cape Town, South Africa.
- 9.2 The arbitrator:
- 9.2.1 shall have regard to the desire of the Parties to dispose of such dispute expeditiously, economically and confidentially;
- 9.2.2 shall be obliged to provide Written reasons for his decision.
- 9.3 The Parties irrevocably agree that the decision in the arbitration proceedings:-
- 9.3.1 shall be final and binding on the Parties;
- 9.3.2 shall be carried into effect;
- 9.3.3 may be made an order of any court of competent jurisdiction.
- 9.4 The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.
- 9.5 The Parties agree that:
- 9.5.1 the nature of any dispute arising from this agreement;



- 9.5.2 the resolution thereof in terms of this clause which shall include any testimony and/or evidence presented in terms of the provisions of this dispute resolution clause; and
 - 9.5.3 any settlement agreement in terms of clauses 9.1.1 and 9.1.2 as well as any arbitration award,
- shall be considered Confidential Information.

- 9.6 Clause 9.1 shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the outcome of the negotiations, mediation or decision of the arbitrator as the case may be from time to time.
- 9.7 The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.

10. CONFIDENTIALITY

- 10.1 The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for employees directly involved in the execution of this Agreement.
- 10.2 The Parties shall prevent disclosure of Confidential Information except as may be required by law.
- 10.3 Immediately after the termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof, except as may be required by law.
- 10.4 It is recorded that the following information will, for the purposes of this Agreement, not be considered Confidential Information:
 - 10.4.1 information known to either of the Parties prior to the date that it was received from the other Party; or
 - 10.4.2 information known to the public or generally available to the public prior to the date that it by either of the Parties to the other; or
 - 10.4.3 information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such information; or
 - 10.4.4 information which either of the Parties, in Writing, authorizes the other to disclose; or
 - 10.4.5 is developed independently by either of the Parties in circumstances that do not amount to a breach of the provisions of this Agreement.

11. SEVERABILITY

Each of the provisions set out in this Agreement shall be deemed to be a separate and independent provision severable from each of the other provisions and shall be separately enforceable, notwithstanding that it may appear with any other provision or is expressed conjunctively or disjunctively from or alternatively to any other provision. If the whole or any part of a provision in this Agreement is invalid or unenforceable for any reason, the validity of the rest of the provision shall not be affected.

12. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in Writing, have been

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concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.

13. NO VARIATION

This Agreement is intended to be a final expression of their agreement and a complete and exclusive statement of the terms thereof and no variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to Writing and signed by or on behalf of the Parties.

14. SUPERSESSSION

The provisions of this Agreement shall supersede and prevail over any other arrangement, either oral or Written, between the Parties and relating to the subject matter of this Agreement.

15. NO INDULGENCES

No indulgence, leniency or extension of time which any Party ("the Grantor") may grant or show to any other Party shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in the future.

16. WAIVER

Any waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

17. NO CESSION OR ASSIGNMENT

This Agreement is personal to the Parties and shall not be assigned, ceded or otherwise transferred in whole or in part by either Party without the prior Written consent of the other Party, which shall not be unreasonably withheld.

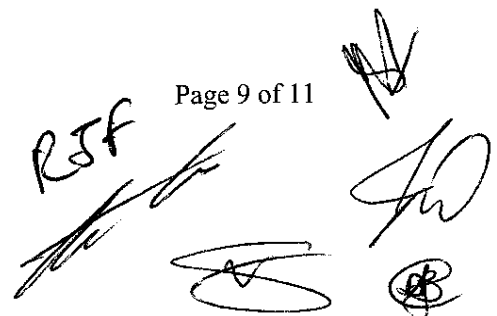
18. RELATIONSHIP

This Agreement does not constitute any of the Parties an agent, partner or legal representative of the other for any purposes whatsoever and none of the Parties shall be entitled to act on behalf of or represent the other unless duly authorised thereto in Writing.

19. GOOD FAITH

The implementation of this Agreement, the Parties undertake to observe the utmost good faith and warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interest of any other(s) of them.

20. FORCE MAJEURE

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- 20.1 Neither of the Parties shall be liable for a failure to perform any of its obligations in terms of this Agreement insofar as it proves:
- 20.1.1 that the failure was due to an impediment beyond its control;
 - 20.1.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and
 - 20.1.3 that it could not reasonably have avoided or overcome the impediment or at least its effects.
- 20.2 An impediment, as aforesaid, may result from events such as the following, this enumeration not being exhaustive:
- 20.2.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;
 - 20.2.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
 - 20.2.3 explosions, fires, destruction of machines, factories and any kind of installations;
 - 20.2.4 boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages;
 - 20.2.5 acts of authority, whether lawful or unlawful, apart from acts from which the Party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.
- 20.3 For the purposes of this clause "impediment" does not include lack of authorisations, of licences, of permits or of approvals necessary for the performance of this Agreement and to be issued by the appropriate public authority.
- 20.4 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) days either of the Parties shall be entitled to terminate this Agreement.

21. DOMICILIUM

The parties hereby choose *domicilium citandi et executandi* for all purposes under this Licence Agreement at the addresses set out on page 1 of this Agreement, and either party may at any time change its domicilium to any other address (not being a post office box or *post restante*) on not less than 10 (ten) days written notice to such effect to the other party.

22. NOTICES

Any notice given by or to either party in terms of this Agreement shall be given in writing and shall be delivered by hand to a responsible person present at or sent by prepaid registered post to the *domicilium* chosen by the addressee in terms of this Agreement and whereupon it shall be deemed to have been received when so delivered or 7 (seven) days after being so sent.

23. CONFLICT

In the event of a conflict between a term/s in the Agreement and a term/s contained in an annexure hereto, the conflicting term in this agreement shall prevail. No annexure or amendments

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to this agreement shall have any force or effect unless properly approved by the parties, with a clear reference to this agreement.

24. COUNTERPARTS

This Agreement may be signed in two or more counterparts, one or more of which may be delivered via telefax, and the signed counterparts, taken together, shall constitute a binding agreement between the Parties.

25. AUTHORISATION

Each Party representative hereby warrants that he/she is duly authorised by the applicable Party to enter into this Agreement.

26. ACCEPTANCE

THE PARTIES DO HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH CONDITIONS THEY ACKNOWLEDGE HAVING READ AND UNDERSTOOD AND AGREE WILL BE BINDING ON THEM.

DATED AT CAPE TOWN ON THE 05 DAY OF October 2009 in the presence of the undersigned witnesses:

AS WITNESSES:

1) ROBY FITZMAURICE
Full name:

2) Anton du Plessis
Full name:

[Signature]
FOR SYNTELL (PTY) LTD

Ian Craig
Full name of General Manager, who warrants that he is duly authorised thereto

DATED AT _____ ON THE _____ DAY OF _____ 2008 in the presence of the undersigned witnesses:

AS WITNESSES:

1) [Signature]
Full name:

2) [Signature]
Full name:

[Signature]
FOR BAVIAANS LOCAL MUNICIPALITY

JOHANN DOYLE
Full name of signatory, who warrants that he is duly authorised thereto

[Signature]