

Trial Terms of Services and License Agreement

("Agreement")

Kataluein Legal Pty Limited ("**Kataluein**") offers Drafting Stack (web-based software) to firms and business personnel so they can draft documents more effectively.

During any trial, Kataluein will issue an order form describing the features of the trial ("**Trial Form**"). By using Drafting Stack © and/or gaining access to it, You agree to the terms and conditions of this Agreement and the Trial Form.

In the event of a conflict between the terms of the current Trial Form and this Agreement, the terms of the Trial Form shall take precedence.

PLEASE READ THE FOLLOWING THOROUGHLY BEFORE INSTALLING AND/OR USING DRAFTING STACK © AND/OR THE ANCILLARY SERVICES.

1. Trial

Kataluein may make Drafting Stack ©, available to You for a limited time, free of charge, to enable You to evaluate Drafting Stack © for Your internal business purposes ("**Trial**").

2. License

During this Agreement and for the term agreed, You will receive a limited, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, license to access and make use of Drafting Stack © on Your computer, tablet, smartphone ("**Device**") in accordance with this Agreement and solely for Your internal business purposes.

3. Access and Use

- 3.1. Unless otherwise stated, Drafting Stack © is cloud based and Kataluein will not deliver any software copies to You. Any installation files will be sent to You via email along with reasonable instructions for installation.
- 3.2. You must access Drafting Stack © using the internet. It is Your responsibility to ensure that Your connection is running and secure. Drafting Stack © will be hosted on the Microsoft Azure site. To this end, the availability of Drafting Stack © will be subject to the terms and uptime commitments offered Microsoft Azure.
- 3.3. You SHALL NOT and shall not permit anyone to:
 - 3.3.1. other than installing the installation file or as permitted by Kataluein in writing, download and/or store any Drafting Stack © Intellectual Property or data;

- 3.3.2. sublicense, redistribute, sell, transmit, lease, lend, or rent Drafting Stack ©;
- 3.3.3. allow the use of Drafting Stack © on multiple devices owned or operated by different people without Kataluein's written consent, or impersonate any person or entity to access Drafting Stack ©;
- 3.3.4. disassemble, reverse engineer, decompile, decrypt, or otherwise attempt to derive the source code of Drafting Stack ©;
- 3.3.5. copy, modify, improve, or create derivative works based on Drafting Stack © or any part thereof;
- 3.3.6. disable or otherwise interfere with security features of Drafting Stack © or features that avert or restrict the use or copying of any content or that limits usage;
- 3.3.7. attempt to probe, scan or test the vulnerability of Drafting Stack ©, or any associated system or network, or to breach any security or authentication feature or measures;
- 3.3.8. alter or remove any proprietary notice or identification, including copyright, trademark, patent, or other notices displayed on or via Drafting Stack ©;
- 3.3.9. use any system provided by Kataluein to send unauthorized and/or unsolicited commercial communications;
- 3.3.10. use the Drafting Stack© and the Kataluein name, logo or trademarks without our prior written consent; and/or
- 3.3.11. use Drafting Stack © to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
- 3.4. Kataluein may offer certain interface(s) of Drafting Stack © for download and/or direct installation on Your local Device, which You may install and use offline during the Trial. Upon termination or expiration of the Trial, You must cease using the interface(s) uninstall Drafting Stack © and destroy all copies thereof.
- 3.5. Drafting Stack © and/or any ancillary services provided are provided "as is" and/or "as available".

4. Your Obligations

- 4.1. You must:
 - 4.1.1. provide Kataluein with all commercially reasonable information and assistance required to enable the delivery of Drafting Stack © and/or any ancillary services;
 - 4.1.2. ensure that all of Your user details (including passwords) are securely maintained;

- 4.1.3. immediately notify Kataluein if You suspect or detect unauthorized use;
- 4.1.4. ensure compliance with all applicable laws, by-laws, rules regulations, and the like in South Africa, Your country of origin, and the country where Drafting Stack © will be used;
- 4.1.5. ensure access to working devices and the internet; and
- 4.1.6. ensure that adequate network/internet security measures are in place within Your firm/business.

5. Intellectual Property

- 5.1. All Intellectual Property Rights in and to Drafting Stack © and/or any ancillary services belong to or have been licensed to Kataluein. "**Intellectual Property Rights**" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to inventions, discoveries, works of authorship, designs, software, technical information, databases, know-how, mask works, methods, technology, and other intellectual property, and includes but is not limited to patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisional, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.
- 5.2. Drafting Stack © may also include third-party open-source software, files, libraries, or components subject to such third-party open-source licenses. If there is a conflict between any license terms where the third-party open-source software, files, libraries, or components are concerned, the third-party open-source license terms shall prevail. Kataluein makes no warranty or indemnity with respect to any third-party open-source software, files, libraries, or components.
- 5.3. To the extent that Kataluein receives any questions, comments, suggestions, or the like regarding Drafting Stack © and/or any ancillary services ("**Feedback**"), all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to Kataluein. You hereby irrevocably, fully, and unconditionally transfer and assign to Kataluein all Intellectual Property Rights and remaining rights You have in such Feedback, without any further step or payment being necessary, and waive any and all moral rights You may have in respect thereto, and the right to assert or take legal action in connection with such rights.

6. Confidentiality

- 6.1. You may be required to provide personal information to set up an account. To this end,

You represent and warrant that all information submitted during the set-up process is, and will thereafter remain, complete and accurate.

- 6.2. Each party must keep confidential and treat as confidential all information of the other party and shall not use, copy or disclose such information except to exercise its rights and perform its obligations under this Agreement.
- 6.3. Except as required by law or court order, neither party may disclose Confidential Information of the other without written consent. For the avoidance of doubt, information already in the public domain is not Confidential Information.

7. Disclaimer

- 7.1. Kataluein does not warrant that Drafting Stack © and/or any ancillary services will be error-free or will operate without interruption or that it or any ancillary services will meet Your requirements.
- 7.2. Drafting Stack © and/or any ancillary services provided are made available on an "as is" and/or "as available" basis, with all faults, and without any representation, warranty, guarantee, or condition of any kind whatsoever, whether express, implied or statutory, including without limitation any implied warranties or conditions of merchantability, satisfactory quality or arising from a course of dealing, law, usage, or regarding security, fitness for a particular purpose, non-infringement, title, quiet enjoyment, reliability, or that otherwise arise from a course of performance or dealing, or usage of trade, all of which are hereby disclaimed by Kataluein. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
- 7.3. Kataluein warrants that to the best of its knowledge Drafting Stack © and/or any ancillary services do not infringe the Intellectual Property Rights of any third party.

8. Limitation of liability

- 8.1. Kataluein's maximum aggregate liability will be limited to the total amount of fees paid for a period of six (6) months prior to the claim arising.
- 8.2. Further, Kataluein will not be liable to You for: (i) any loss of profit (including anticipated profit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data); (ii) lack of access to or use of or inability to access to Drafting Stack © and/or any ancillary services; (iii) any conduct or content of any third party; nor (v) unauthorized access, use or alteration of Your transmissions or content, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

- 8.3. Kataluein uses third-party service providers to host Drafting Stack ©. As a result, Kataluein will not be liable for any interruption to Drafting Stack ©, unavailability or outage, or any interruption, unavailability, or outage of Your systems, caused by any third-party service provider.

9. Indemnity

You agree to defend, indemnify and hold harmless Kataluein, and our respective officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from Your access and/or use of, or inability to use, Drafting Stack © and/or any ancillary services in such a way that infringes any third party rights.

10. Breach, Suspension and Termination

- 10.1. This Agreement is effective for the period agreed or until terminated by Kataluein or You.
- 10.2. In the event that either party commits a material breach of this Agreement and fails to remedy the breach within five (5) days of receipt of a written notice, the other party may terminate this Agreement on written notice, with immediate effect.
- 10.3. To the extent that this Agreement is suspended, it does not mean that You are released from Your obligations under this Agreement.
- 10.4. Kataluein reserves the right, at any time, to:
- 10.4.1. discontinue or modify any part of Drafting Stack © and/or the Services; and/or
 - 10.4.2. terminate this Agreement and Your use of Drafting Stack © and/or the Services, if You:
 - 10.4.2.1. engage in any conduct or activities that violate this Agreement or Kataluein's rights or any third party, or are otherwise inappropriate, and, to the maximum extent permitted by law, Kataluein shall not be liable to You or any third party for any of the foregoing;
 - 10.4.2.2. the relationship between the parties has deteriorated;
 - 10.4.2.3. You file for bankruptcy or cease to exist.
- 10.5. You may terminate this Agreement or any part thereof on thirty (30) days written notice to Kataluein. To this end, You will continue to have access to Drafting Stack © for the remainder of the Trial.
- 10.6. Upon termination:
- 10.6.1. no further Trial Forms will be accepted;

- 10.6.2. all Services will be discontinued;
- 10.6.3. upon reaching the end of the Trial, You will discontinue access and use of Drafting Stack © and uninstall and destroy it from Your Device. The rest of the rights and obligations set out herein will survive the termination of this Agreement.

11. Governing law and disputes

- 11.1. This Agreement shall be governed by and construed according to the laws of the Republic of South Africa.
- 11.2. If a dispute arises, the dispute must be referred to the executives of each party for mediation within five (5) days, failing which the matter must be referred to arbitration in accordance with the rules of the Arbitration Rules of Southern Africa.

12. Independent contractors

- 12.1. The parties are independent contractors and neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 12.2. To this end, nothing in this Agreement gives a Party authority to bind any other Party in any way.
- 12.3. This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.

13. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You may be assigned by Kataluein on notification.

14. Force Majeure

- 14.1. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 14.2. For avoidance of doubt, force majeure does not include network failures by Your network service provider.

15. General

- 15.1. All communication and notices intended for Kataluein must be sent/delivered to the contact details on Kataluein's website and Trial Form. Kataluein will deliver all

communication and notices to You at the address provided by You and as set out on the Trial Form.

- 15.2. Except for notices expressly required to be delivered by hand, all notices and other communications must be sent to the email addresses.
- 15.3. This Agreement, and any other legal notices, and/or documents published by Kataluein in connection with Drafting Stack © and/or the ancillary services, shall constitute the entire agreement between Kataluein and You.
- 15.4. No amendment to this Agreement will be binding unless in writing and signed by Kataluein.
- 15.5. You acknowledge that Kataluein may from time to time and at its discretion update or upgrade Drafting Stack © and/or the ancillary services but are not under any obligation to do so and consent to any such automatic updating or upgrading.
- 15.6. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 15.7. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.
- 15.8. Kataluein reserves the right to amend this Agreement at any time. If Kataluein updates or revises this Agreement, it will post the updated or revised Agreement on the website and such changes will be effective seven (7) days following the notification. Your continued use of Drafting Stack © and/or ancillary services will mean that You accept those changes to the Agreement. It is Your responsibility to review the Agreement periodically.
- 15.9. Each Party will be responsible for its own costs and expenses (including legal costs) in connection with the negotiation, preparation, and execution of this Agreement and any document relating to it.