

DESIGNER SOLUTIONS

▪ TELEPHONE: +27 (0)10 595 0377
▪ EMAIL: SUPPORT@DESIGNERSOLUTIONS.CO.ZA

Helvetia House | 80 Greenvale Rd | Wilbart | Germiston | 1401

END USER LICENCE AGREEMENT

General Overview

between

Marais Software Solutions (Pty) Ltd

Registration number: 2016/331648/07

(hereinafter referred to as "Marais Software Solutions (Pty) Limited")

and

Signed in User, verified by Client Contract

Verified electronically, on each sign in by means of applying a checkbox confirming acceptance of the Terms and Conditions of the Synaptic Insurance Management System

(individually or collectively, as the context may require, shall be referred to as "the Client")

This document is binding on the company utilising the system and users, in conjunction with the Service Level Agreement and Non-Disclosure Agreement as signed between the employer of the user and the leasing company and Marais Software Solutions (Pty) Limited (SA).

© Marais Software Solutions (Pty) Limited (SA) 2018, and all trademarks are upheld.

Marais Software Solutions (Pty) Limited

T/A Designer Solutions

Registration No. 2016/331648/07

VAT Number: 4010261909

Llewellyn Marais | Managing Director



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Registration No. 2016/331648/07
VAT Number: 4010261909
Telephone Number: +27 (0)10 595 0377
Llewellyn Marais | Managing Director



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Declarations

Name of Software to be released:	Synaptic Insurance Management System
Company Registered Name:	Marais Software Solutions (Pty) Limited (SA) T/A Designer Solutions
Company Website:	www.designersolutions.co.za
SSL / AuthentiCode Registration:	Thwart INC / DigiCert Inc
Date of First Release:	1 September 2012
Version:	3.0.0.1 (Minimum) (Released date: 1 July 2018)
Database Allocation:	wjm0byqla4.database.windows.net (hereinafter DSSolDEV) (This can be changed at the discretion and will of Designer Solutions)
Database Server Locations:	Northern America – Washington Western Europe – Amsterdam Central Europe – France
Deployment Server Locations:	South Africa – Grahamstown Western Europe – Amsterdam Northern America – Washington
Conforming Standards:	ISO 27017 ISO 27018 GDRP (Europe) POPI Act (South Africa) Banking Act (South Africa)

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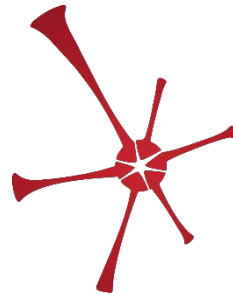


Registered Identifying Markings and Branding:

Logo



Widget / Icons:



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Description of Software

Synaptic is a collection of computer algorithms for the robust, efficient and unambiguous processing of all aspects of sales of insurance policies, insurance fund management, Insurance / Client VAP (value added product) management (insurance and non-insurance), including and not limited to the collection of premium, claims management and basic management accounting of fund received and managed through banking facilities and re-insurance facilities. The system also handles database safety for its clients and various insurers.

The Synaptic system has been designed for placement within dealerships, agents, brokerages, UMA's, insurance companies, claims administrators, assessors and or loss adjustors and product or service providers for the purposes of: Sales of insured and non-insured products, premium calculation, loading new products and clients on to the database, automatically importing sales or bordereaux information and VAP sales from other platforms, including sales platforms such as, Signio, Seriti and Dealernet, export of data to any client, insurer or claims management system as per request via XML formatting.

The package has various intersections which assist in the management of data in several categories. These are in short, product loading, and management, dealership / agent / brokerage management and invoicing, collation of statistics globally, per dealer, agent and brokerage and per consultant or user. The programme also offers additional features such as accounting, invoicing, claims management and viewing, administration of policies, and policy administration.

Reporting is a large portion of the system and all reports are specifically designed for each company and set of users and insurers, to relay the information as requested, and in customised formats.

The package has also been linked to a various number of insurers, by their request to electronically transfer data to the risk holders via SFTP or other mechanisms as dictated by the owners or holders of the necessary binder agreements.

Description of Media:

Software code to be released: Media-less download only, Executable, Obfuscated

Documentation to be released: User Manual, FAQ and Quick-Start Guide

Points of Contact

Executive Management:

Name: Mr Llewellyn Marais

Managing Director

Helvetia House, Ground Floor, 80 Greenvale Road, Wilbart, Germiston, 1401

Work Phone: +27 (0)10 595 0377

Email: llewellyn.marais@designersolutions.co.za

Development:

Name: Mr JJ Combrinck

Senior Developer / Director of Development

Helvetia House, Ground Floor, 80 Greenvale Road, Wilbart, Germiston, 1401

Work Phone: +27 (0)10 595 0377

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Email: jcombrinck@designersolutions.co.za

Administration:

Name: Keagan Buckley
Operations Manager

Helvetia House, Ground Floor, 80 Greenvale Road, Wilbart, Germiston, 1401

Phone: +27 (0)10 595 0377

Email: kbuckley@designersolutions.co.za

Authority to Release

The authority for Designer Solutions to release Synaptic is Marais Software Solutions (Pty) Limited (SA) Resolution (LJM/DS) 2013/19

Ancillary Agreements

This agreement is for the non-disclosure and use of the Synaptic Insurance Management Software and technical data associated with the above-identified computer software for the purpose of performing work with the following company agreements

Agreement Type: Refer to company agreement: as signed by directors.

Support Provided: As per contract agreement, telephonic, email and coding.

Terms of Software Usage

1. Client will have access to their own database.
2. All data will hereto forth belong to Client, and in the event of the contract being terminated or not renewed the ownership of data will be passed back to Client.
 - a. All subsequent copies will be destroyed on the clients request if necessary or determined by the law of the governing country or state.
3. Client will allow an initial phase of administrators, product owners and insurers to have access to data, and will utilize the system for the following tasks:
 - a. Manual capturing of manual data,
 - b. This is data that is not “automated” through either MQS, Signio, Seriti, Traficc, Dealernet, Debella or any other system that is not currently linked to the Synaptic Import Module,
 - c. Maintaining and administrating data as necessary, upon request of the policy or VAP holder, or the insurance company, UMA or Loss Adjustor,
 - d. Reconciliations by their own sales representatives, or administrative departments, for current data for invoicing,
 - e. Invoicing all dealers and the current utilization of the accounting system,

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- f. Reporting on statistics, including sales, cancellations, hold over policies, fund management and interest, payment received and debit order authorities and various other requirements which may include group reporting, as and when required,
 - g. Utilizing the credit note system for the automation of credit notes and as such the cancellation of policies.
4. Utilization of the accounting platform:
- a. This includes (but not limited to):
 - i. Allocating of payments received by Insurer, Client, and other providers of choice to the invoices listed on the Synaptic System,
 - ii. Allocation of commissions earned to agents and other consultants on the receipting of monies,
 - iii. Printing of current debtors lists,
 - iv. Allocation of credits to specific invoices,
 - v. Printing of sales representative commission statements,
 - vi. Reconciling and reclamation of monies due to other service providers from the premium collected,
 - vii. Refunds to insured or policy / plan holders,
 - viii. Journal Entries,
 - ix. Banking reconciliations.
5. Utilization of the claims platform:
- a. This includes but is limited to the authority of your claims department.
 - b. Viewing all claims and claims history of the specified VAP, Insurance Policy and / or Product.
 - c. On the authority of the claims department, the opening of the authority to process your own claims, however the authority to authorize claims rests with your UMA partner and the necessary department's authority in writing.

Definitions and Agreement

For purposes of this agreement, Synaptic is defined as a collection of one or more programmes or micro-programmes fixed in a tangible medium of expression that comprises a sequence of instructions (Source Code) to carry out a process in, or convertible into, a form executable by an electronic computer (Object Code). The term "Data", as used in this agreement means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term "Technical Data" is defined as any specific information necessary for the development, production or use of the Synaptic System.

Now therefore, in consideration of Marais Software Solutions (Pty) Limited (SA) releasing the software to Client and granting the recipient the right to:

1. Use the software, and make derivative works for purposes of fulfilling the obligations of the above referenced Contracts,
2. Release Synaptic only to seats licensed through these agreements, and not allow for concurrent or multiple logon's,
3. Release Synaptic to pre-determined and authorized suppliers or providers to Client, under written permission with Marais Software Solutions (Pty) Limited (SA).

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The recipient agrees as follows:

1. Hold all such disclosed information in confidence, further agreeing not to disclose the Synaptic Project or technical data to others or to use the software or technical data for any other purpose, other than for fulfilling the recipient's obligations of the above reference contract, without the written permission of the owner, Marais Software Solutions (Pty) Limited (SA). Excluded from the foregoing restrictions is information that:
 - a. Was published, known publicly or otherwise in the public domain prior to the effective date of this agreement;
 - b. Was known to Client prior to the effective date of this agreement, provided that Client shall have the burden of establishing such prior knowledge by competent written proof;
 - c. Subsequent to the effective date of this agreement, is made available to Client by a third party under no obligation of confidentiality.
2. That the Synaptic software cannot be modified or enhanced by any other service provider other than Marais Software Solutions (Pty) Limited (SA). Any requests for modification or enhancement must be requested in writing with a review of costs which will be borne by Client.
 - a. This in no way affects the monthly pricing or maintenance fee, which caters for minor system changes for accuracy or reporting or the viewing of information and is considered ad-hoc programming.
 - b. This pertains only to major system upgrades or new features not originally included in the Synaptic Package
3. Use the Synaptic software only for the purposes stated in the above-referenced contract and shall not rent, lease, sell, assign or otherwise transfer or distribute the Synaptic system, or its technical data, to third parties
 - a. With prior discussion it has been agreed that the Client will be able to appoint third parties at its own discretion with the prior approval from Marais Software Solutions (Pty) Limited.
 - b. Not transfer or export any product, process, or service that is directly related to or the direct result of the software or technical data
4. The Synaptic Project / Software and any technical data accompanying the software will remain the property of Marais Software Solutions (Pty) Limited (SA). Client acknowledges that it acquires no ownership interest in the software and technical data accompanying the software, unless by mandate Client has new portions developed whereby they will own the code and technical data for this mandate, including covering the development costs. This will be the only apportioning of ownership:
5. Data that is stored within the databases will always remain the property of the owner of said data. In this case the ownership will lie with Client. This pertains only to the data, and not the database license, storage license and database structure which will remain the property of Marais Software Solutions (Pty) Limited.
6. On termination or non-renewal of contract, the data is to be returned at no cost to Client in a pre-determined format and removed from the database structure and storage facilities of Marais Software Solutions (Pty) Limited.
 - a. Client can opt to rent the Database only, at pre-negotiated costs and all connection strings and database queries will be for the cost of Client and only the hosting facility and the DB structure will be owned by Marais Software Solutions (Pty) Limited
 - b. Upon completion of the above-referenced contract or termination of this Agreement, whichever comes first, the undersigned shall return the software and technical data to the Marais Software Solutions (Pty) Limited Technical Contact listed above, or if so instructed, shall certify that the software and technical data have been destroyed and / or deleted from the computer systems on which it resided.
7. This software and technical data are not in the public domain and no provision of this agreement is to be construed as making either the software or the technical data available to the public without restriction.
8. The software is provided "as is" with a support agreement between yourselves and Marais Software Solutions (Pty) Limited. Built into your monthly cost will be a cost of "Support" which is payable and due monthly by contractual agreement, and not negotiable. The support agreement specifically details the kind of support that is available, and this is detailed under this section of the document. Due to the various procedures of various clients, we do not warranty that the software will be error free, however under the support clause, these errors will be addressed on enquiry from Client. We base part of our testing per "on-field" trials and as and when errors or omissions are found, then necessary patches or fixes will be submitted.

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- a. Support charge will cover:
 - i. Management of Underwriters and Administrators as and when required
 - ii. Assistance with loading of product if we have the correct information at all times, or with each application
 - iii. Telephonic support for users when needed regarding the operation of the programme, problems, or bugs
 - iv. Updating of reports when required
 - v. Updating of Dashboard, if purchased.
 - vi. Assistance with the allocation of dealers to products, if the responsible representative from Client is unavailable
 - vii. Allocation of dealers and authorization of dealers to the Synaptic platform
 - viii. Allocation of Permissions and authorization of users to the Synaptic Platform
 - ix. Bug determination and fixes through the online update system
 - b. Setup cost will cover:
 - i. Branding management and change of branding as and when required
 - ii. Writing specific reports for each owner of each product, maintenance of reports and necessary changes from time to time
 - iii. Updating and managing the “Look and Feel” of the dashboards for statistics and generalized information, if purchased.
 - iv. Ensuring uptime for the database and the application update system
 - v. All technical aspects from installation to final signoff on running of the application
 - vi. Once off training of all staff on the system.
 - c. In no event will Marais Software Solutions (Pty) Limited be liable for any damages, including, but not limited to direct, indirect, special or consequential damages, arising out of, resulting from, or in any way connected with this software, whether or not based on upon warranty, contract, tort or otherwise, whether or not injury was sustained by persons or property or otherwise, and whether or not loss was sustained from, or arose out of the results of, or use of, the software or services provided hereunder.
 - d. Client agrees to waive any and all claims against Marais Software Solutions (Pty) Ltd, its employee or contractors.
9. If the software and / or any documentation provided with the software includes a copyright notice, or other restrictive marking or legend, identifying it as work of a third party, the third-party software or documentation will be governed by the terms and conditions of it copyright, or other restrictive marking. Marais Software Solutions (Pty) Limited disclaims all warranties and liabilities regarding third party software, if present in the Marais Software Solutions (Pty) Limited generated software and distributes it “as is”.
10. Marais Software Solutions (Pty) Limited and your technical contact above will be responsible for any maintenance and updating of the software, and for corrections of errors in the software.
11. This agreement does not, in any manner, constitute an exclusive release of the software to Client. Marais Software Solutions (Pty) Limited distribution of the software to other entities is in no manner limited.
12. This agreement does not, in any manner, constitute the grant of a license to Client under Marais Software Solutions (Pty) Limited copyright, patent, patent application or other intellectual property, and vice versa for coding or requests by Client, in terms of additional features or add on modules.
13. Any use of the software by Client other than that authorized in this agreement may result in liability of Client to Marais Software Solutions (Pty) Limited and / or is subsidiaries.
- a. Client agrees to pay license fees as laid out by this document in Annexure 1.
 - b. All users will be authorized by Marais Software Solutions (Pty) Limited prior to access been granted to the system.

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- c. All users will be scrutinized, and should there be a plausible “fraudulent” or “non-conforming” activity, Marais Software Solutions (Pty) Limited reserves the right to suspend the user until the matter has been fully reported and resolved.
14. This agreement constitutes the entire understanding and agreement between the parties hereto relating to release of the software and may not be superseded, modified or amended except by further written agreement duly executed by the parties
15. This agreement is not intended to create, constitute, give the effect of, or otherwise recognize a joint venture, partnership, agency, or formal business organization of any kind, and the rights and obligations of the undersigned and Marais Software Solutions (Pty) Limited shall be only those expressly set forth herein.
16. Client shall inform all employees of Client given access to the software of the restrictions specified herein, and Client shall require that such employees be bound by such restrictions. Furthermore, Client represents that it has authority to bind such employees to the restrictions specified herein.
17. Marais Software Solutions (Pty) Limited will provide comprehensive training on the system at pre-determined dates with Client to validate and educate all employees to utilize the system and explain the permissions and rights received by various user levels.
18. The agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with South African Law Society for all purposes
19. Client shall not assign or otherwise transfer this agreement nor any interest arising under it without prior written consent of Marais Software Solutions (Pty) Limited.
20. The effective date of this agreement shall be the date of Client’s execution of this agreement as set forth below. The person signing below on behalf of Client represents that he or she is a valid employee of Client and has the authority to sign this agreement on behalf of Client.
21. The agreement will end upon the completion of the above referenced contract, unless terminated earlier.
22. Marais Software Solutions (Pty) Limited retains the right to terminate this agreement, in the event that Marais Software Solutions (Pty) Limited determines that Client fails to meet the requirements of this agreement.
23. Client or Marais Software Solutions (Pty) Limited may terminate this agreement, at any time by written notice to the other ninety (90) days before the desired date of termination.
24. Client agrees that a facsimile or Secured PDF signature shall be valid and have full force and same effect upon himself / herself, or upon the company or entity if representing such, as original signatures.
25. This agreement pertains to the Synaptic Software Agreement only, and the MQS and any other current Agreements must be read in conjunction with this agreement and adhered to by all parties.