

SOFTWARE LICENCE AGREEMENT

Between

Accessmycode (Pty)Ltd

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and

Assessmycode Client (Contact details as submitted on Software Registration form)

1. Assessmycode Software main Function.

- i. The software refers to the registered user or primary user as an Assessor and the third party user linked to the main account as a Candidate. The Software enables the Assessor to create projects and their specifications. The Assessor is able to invite Candidates to participate and execute the project as per requirements. The Candidate shall execute the project on his/her own development environment. The Candidate uses the link on the email notification to access the site where he/she can deploy his/her application. Then the Assessor is able to access the application developed by the Candidate using provided link.
- ii. Assessmycode supports only Java Enterprise Edition. We will however, from time to time notify you on the website or by email of other supported programming languages.

2. Nature of licence

Assessmycode grants you the licence to operate the Software for its intended function for your benefit and to use the Software for the duration of this agreement. You are not authorised to make whichever necessary modification(s) to this Software to fit your purposes. You may not place any of our products, modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind without prior written consent from Assessmycode.

3. Acceptance

The Software is brought to you by Assessmycode. By registering to use this Software you agree to the terms and conditions outlined in this licence. By making use of the Software, you admit that you have read, understood and agreed to these Terms, and that you have consented that we may time to time send you information about updates, new products, or any information deemed important to you by telephone, SMS, email or post.

4. Amendments

We may amend these Terms from time to time. You will be bound to the amendment version of the Terms every time when the use of this software is automatically or otherwise renewed and you will be deemed to have accepted such amendment version.

5. Access and Installation

No downloads or installation is required to use this Software. To be able to use this Software you must be a registered user on Assessmycode website (<http://www.assessmycode.com>) and comply with all Assessmycode terms and conditions. Assessmycode shall make the Software available for use to hosting site for the duration of this Agreement subject to terms and conditions.

6. Data Storage

We will store all your relevant data and will maintain daily backups. Data will be kept for 1 year while your licence is still active. In the case your licence agreement is terminated, your data will be stored for 12 months for free. Assessmycode is not responsible or liable for the deletion or failure to store data or the loss thereof due to technical failure beyond our control.

7. Extra Services

In addition to the use of the Software the following services will be offered to you for the duration of this agreement at no extra cost. Email support, using support contact details listed on website. This support will be provided during normal working hours, i.e. Monday to Friday 08h00 to 17h00 (Central African Time), excluding South African public holidays. Please expect a 24 hour turnaround time.

8. Commencement

This Agreement shall start on the Commencement date. Thereafter the agreement will automatically renew for one further month whenever you proceed to the next month. The contract automatically renews every 7th day of the month.

9. Cancellation

You can cancel the use of Software by de-registering on the website. Telephone or SMS cancellation notice will not be accepted.

10. Service Fees

The software shall unconditionally be used at no cost to the user. Assessmycode reserves the right to change the pricing policy. We will however, notify you of this on the website or by email within a reasonable time of such changes and shall use reasonable efforts to minimize any such amendments. Should you be dissatisfied with the introduction of any charge or changes to any pricing policy, then you have the right to cancel your subscription by following the cancellation process. If you continue to use the Software after any introduction of any charge or any change to the prices, you will be deemed to have accepted such amended prices.

11. Requirements

In order to use the Software you agree that you must:

- i. provide for your own access to the internet and pay any service fees associated with such access;
- ii. provide all compatible equipment necessary for you to make such connection to the internet, including a computer and modem
- iii. supply your own trained staff to operate the Software
- iv. maintain security and confidentiality of login and password details
- v. abide by all local, national and international laws and regulations

12. Security

We have systems in place to ensure that you are well protected during the use of this Software. However, we cannot guarantee absolute protection because information that is transmitted over the Internet or via other networks (wireless or otherwise) may be subject to interceptions. While we will take all reasonable precautions to ensure that the Software is secure, we cannot be liable for any loss or damage you suffer as a result of any interception of any of your information howsoever arising.

13. Disclaimer

You expressly agree that the use of this Software is entirely at your sole risk. You assume full responsibility for the risk or loss resulting from the Software and your reliance on information contained on it. In no event will Assessmycode be liable for any damages, whether direct, indirect, special, incidental, or consequential whatsoever relating to the use of Software or the online services or the information contained on this site or the user's inability to use the Software, whether such damages arose out of contract, or delict or otherwise and regardless of whether Assessmycode was expressly advised of the possibility of such loss or damage. Without derogating from the generality of the above, and to the extent legally permitted, Assessmycode will not be liable for:

- I. Any interruption, malfunction, downtime, off-line situation or other failure of the site or online services, Assessmycode system, databases or any of its components, beyond Assessmycode reasonable control; Any loss or damage with regard to the users data or other data directly or indirectly caused by malfunction of Assessmycode system, third partysystems, power failures, unlawful access to or theft of data, computer viruses or destructive code on Assessmycode system or third party systems; programming defects; Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, local authorities and certification authorities; fire, explosions, natural disaster, wars whether declared or not, or any event over which we have no direct control. Assessmycode provides no warranties as to the correctness or accuracy of any records or products that are produced using the Software.
- II. We may modify, suspend, terminate or discontinue providing the Software at any time at our sole discretion. We will however, notify you of this within a reasonable time of these changes being made and shall use reasonable efforts to minimize any such disruption. We

shall not be liable for any inconvenience, delay, damage, losses or harm that you may suffer as a result of any such modification, suspension, termination or discontinuance of the Software.

14. Intellectual Property

You acknowledge and agree that we and/or our partners and/or our affiliated companies own all intellectual property rights in and to the Software, and that the unauthorised use thereof is expressly prohibited; and in subscribing for and using the Software, you are granted a limited licence to use the Software strictly in accordance with these Terms but are not granted any further licence or proprietary rights in and to the Software or any intellectual property associated with the Software and nothing herein should be construed as granting you any such rights.

The content on our platform and subdomains, including all registered and unregistered trademarks, constitutes our intellectual property rights. You may not establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise to this website or any other subdomains.

15. The law governing our relationship

These Terms are subject to the laws of the Republic of South Africa. Accessing the Software from another country may be an offence in that country. You agree that use of the Software outside South Africa will be at your own risk.

16. Notices

All legal notices relating to the software which are sent by you to the Assessmycode must be delivered at the address provided herein. All legal notice to you will be sent by Assessmycode to any addresses you have specified when registering for the use of the Software or at the physical address at which you actually work or live.

18. Agreement and Variations

This agreement constitutes the whole agreement between the parties and supersedes all prior verbal or written agreements or understandings or representations by or between the parties regarding the subject matter of this agreement and the parties will not be entitled to rely in any dispute regarding this agreement or any terms, conditions or representations not expressly contained in this agreement. No variation of or addition to this agreement will be of any force or effect unless reduced to in writing and signed by or on behalf of the parties.