

IXUS END USER LICENCE AGREEMENT

March 2024

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE. THIS AGREEMENT TOGETHER WITH ANY APPLICABLE ADDENDUM REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU (THE "LICENSEE") AND ALPHAWAVE MOBILE NETWORK PRODUCTS (PTY) LTD (SOUTH AFRICAN REGISTRATION NUMBER 2017/237768/07) (THE "LICENSOR") AND SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN THE PARTIES. BY INSTALLING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THE AGREEMENT, YOU SHOULD NOT INSTALL THE SOFTWARE.

1. DEFINITIONS

Unless the contrary is clearly indicated, the following words and/or phrases used in this Agreement shall have the following meaning:

- 1.1 **"Term"** means the time from when this Agreement is accepted until either terminated as per Clause 8 or terminated automatically at the end of the lease/subscription period as described in the accompanying Schedule of Payment Options annexed hereto;
- 1.2 **"Agreement"** shall mean this written document together with all other written appendices, annexures, exhibits or amendments attached to it from time to time;
- 1.3 **"Licensor"** means Alphawave Mobile Network Products (Pty) Ltd;
- 1.4 **"Licensee"** means an individual or a legal entity, to whom the Licensor grants this licence and who is responsible for complying with the terms and provisions of this Agreement;
- 1.5 **"Software"** means the computer software "IXUS Suite and/or any third-party software installed in conjunction with it" delivered and licensed hereunder, including any Documentation;
- 1.6 **"Documentation"** means the end user manual, user guides and any other documentation in printed, electronic and/or online form, accompanying delivery of the Software;
- 1.7 **"Licence Type"** means the specific rights, restrictions and obligations under which the licensee may install and use the Software pursuant to this Agreement as described in the accompanying Schedule of Licence Types annexed hereto;
- 1.8 **"Licenced User"** means a user of the Software, designated by the Licensee as authorised to use the Software for the Licensee's internal operations to the extent permitted by the Licence Type acquired in terms of this Agreement;
- 1.9 **"Entity"** means an organisational / functional unit or group that has a unique function (department, branch, division, sub-office, team, individual consulting office, etc.);
- 1.10 **"Copyright"** shall mean all rights of Copyright whether existing now or in the future in and to the Software and Documentation;
- 1.11 **"Intellectual Property Rights"** shall mean all present and future rights in the Software and Documentation and other rights, which may in the future be based thereon, including but not limited to Copyright;
- 1.12 **"Source Code"** means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

2. LICENCE GRANT

Subject to the terms and provisions of this Agreement, the Licensor hereby grants the non-exclusive right and licence (hereinafter referred to as the "Licence") to:

- 2.1 install and use the Software in accordance with the terms and provisions of the Licence Type acquired in terms of this Agreement;
- 2.2 access and use the Software at the Licensee's facility;
- 2.3 licensee may de-install, move and re-install the Software;
- 2.4 print portions of the electronic or online Documentation for reasonable use by any Licenced User.

3. LICENCE RESTRICTIONS

This Licence is subject to the express restrictions set out below. The Licensee shall not and shall not permit any third party to:

- 3.1 disassemble, decompile or reverse engineer any part of the Software, or otherwise attempt to gain access to its method of operation or Source Code;
- 3.2 modify or create derivative works based upon the Software;
- 3.3 rent, lease, sell, licence, sub-licence, publish, display, distribute, disseminate, assign or otherwise transfer the Software to a third party without the prior written consent of the Licensor;
- 3.4 copy, adapt or translate any part of the Software in order to create software which has the same or a similar functionality as the Software licensed by the Licensor;
- 3.5 remove, add, alter, obscure any trademarks, trade names, logos, patent or copyright notices or markings, proprietary and/or other legal notices on or in copies of the Software.

4. RETENTION OF RIGHTS

- 4.1 The Licence granted to the Licensee in terms of this Agreement, grants to the Licensee a limited licence to use the Software. The Licensee acknowledges that all copies, whether partial or complete, of the licensed Software as well as all Intellectual Property Rights in and to the licensed Software (including without limitation, Copyright and trade secret rights) are and shall remain the sole property of the Licensor.
- 4.2 The Licensee acknowledges and agrees that the structure, sequence and organisation of the Software (including but not limited to any technical configurations, technical data, images and text) is proprietary to and contains valuable trade secrets of the Licensor and agree to hold such trade secrets in confidence.
- 4.3 The Licensee acknowledges and agrees to receive email notification from the Licensor or an authorised distributor of the Software related to the Software (such as licence files, announcements of new releases, announcements of short courses etc.).

5. COPIES

The Licensee shall not be entitled to make copies of the Software in whole or in part, except in circumstances wherein any such copy (a) is required for installation into computer memory for the purpose of executing the Software

in accordance with the Licence Type acquired in terms of this Agreement; or (b) to make a single copy in object code only, solely for back-up purposes, provided that for any such permitted copy all Copyright, trademark proprietary rights and/or other legal notices contained in the original version of the Software obtained from the Licensor, shall be reproduced in full.

6. SOFTWARE MAINTENANCE AND SUPPORT SERVICE

During the term of any "Software Maintenance and Support Service Agreement" entered into between the Licensor and the Licensee, as indicated in the Schedule of Payment Options, the Licensor or an authorised distributor of the Software, shall provide software maintenance and support for the Licensed Software applying at the relevant date and consisting of:

- 6.1 Supplying the Licensee with any Updates or New Releases of the Software, if any, which are not charged for separately, "**Updates**" means minor enhancements, improvements, extensions or other minor modifications to the Licensed Software that the Licensor has decided to make available in terms of the Software Maintenance and Support Service Agreement. "**Releases**" means enhancements or modifications to the licensed Software or new modules or supplementary modules that function in conjunction with the licensed Software, and which the Licensor has decided to make available in terms of the Software Maintenance and Support Service Agreement.
- 6.2 Providing, within a reasonable time period, workarounds for any material software defects in the current release of the Software that are directly attributable to the Licensor or correcting any such errors in the next available release.
- 6.3 Providing technical support for the current release of the Software. "**Technical Support**" means assistance via online services ("**IXUS Helpdesk**") or alternatively via online meetings, telephone, electronic mail with the installation, use and/or solving of faults reported by the Licensee, including supplying available bug fixes and patches and assisting with their interaction with supported hardware and operating platforms.
- 6.4 Providing access to the antenna model database service via an online portal hosted by the Licensor and also referred to as the "**IXUS Portal**". The "**IXUS Portal**" is available through the Internet via a secured, password-protected computer interface. The Licensee agrees to access the portal at its own risk and that it is solely responsible for ensuring that the method of access, content and scope, and use of the service is compatible with its own business needs and requirements. The Licensor may change or remove any features or functionalities of the service from time to time.
- 6.5 Allowing the Licensee to request additional antenna models to be added to the antenna model database. Antenna requests are managed using a priority and token based approach, the details of which is discussed in the Schedule of Antenna Requests.
- 6.6 Providing IXUS software updates/release upgrades, and backups for the IXUS Manager, should a secure cloud hosting agreement be in place, as discussed in the Schedule of Cloud Hosting Options for the IXUS Manager.

The technical support referred to in clause 6.3 is subject to concise and adequate information on the nature of faults, being received by the Licensor from the Licensee and communicated via the "**IXUS Helpdesk**". Access to the "**IXUS Helpdesk**" is available through the Internet via a secured, password-protected web-interface.

The Licensor's obligation to render technical support shall extend only to the most recent release of the Software (the "Current Release") supplied by the Licensor to the Licensee and to the version of the Software supplied by the Licensor to the Licensee immediately prior to the Current Release for a period of one (1) month from the date of supply by the Licensor of the Current Release to the Licensee.

The Licensor reserves the right to discontinue, in whole or in part, offering the Software Maintenance and Support Service for the Software but then the un-serviced portion of the Software Maintenance and Support contract will be refunded.

If the Licensee failed to pay the annual Maintenance and Support Subscription for the Software for any period of time, the Licensor reserves the right to charge the Licensee for the portion of the time not paid for if the Licensee wishes to restart the Maintenance and Support Subscription.

7. LICENCE TYPES

The specific rights, restrictions and obligations under which the Licensor may install and use the Software pursuant to each Licence Type, are set out in the Schedule of Licence Types. The terms and provisions relating to the installation and use of the Software insofar as they apply to the Licensee are hereby incorporated and form part of this Agreement.

8. TERMINATION

The Licensor shall be entitled to terminate this Agreement and all licences granted under this Agreement by written notice to the Licensee if the Licensee breached any of the material terms of this Agreement and if the Licensee has not rectified any breach within thirty (30) days after having received written notification drawing the Licensee's attention to such breach. In the case of a breach of any of the terms and conditions stipulated in clauses 2 or 3 of this agreement, the Licensor shall be entitled to immediately terminate the Agreement upon notice to the Licensee. In the event of the Agreement being terminated for any reason whatsoever, the Licensor shall not be under any obligation to refund any payment made to it by the Licensee in terms of this Agreement.

Upon termination, the Licensee shall promptly return all, including archival copies of the Software in the Licensee's possession or under the Licensee's control, or promptly provide written certification to the satisfaction of the Licensor of their destruction.

9. SEVERABILITY

No term, provision or clause of this Agreement shall be deemed to be invalid, illegal or unenforceable in any respect, unless such term, provision or clause cannot otherwise be construed, interpreted or modified to eliminate the invalidity illegality or unenforceability. If such a term, provision or clause cannot be so construed, interpreted or modified, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and such provisions shall remain in full force and effect.

10. TAXES, DUTIES, CUSTOMS

In the absence of any appropriate tax exemption certificate or other proof of tax-exempt status, the Licensee shall pay all applicable sales, value-added, excise or other taxes, duties, assessments or levies payable because of this Agreement or the licences granted hereunder.

11. GOVERNING LAW, JURISDICTION

This Agreement shall be governed in all respects by the laws of the Republic of South Africa, without giving effect to conflict or choice of law provisions. The parties agree that a final judgement in any legal proceeding shall be conclusive and binding and enforceable in any other jurisdiction. The parties consent further to the jurisdiction of the High Courts in the Republic of South Africa and to the service of process, notices and pleadings in connection with any and all actions instituted in such courts. In any action or suit to enforce any right or remedy under this agreement or to interpret any provision of this agreement, the prevailing party will be entitled to recover its fees and costs, including attorney's fees.

12. WHOLE AGREEMENT

This Agreement and any annexures or addendums thereto, constitute the whole agreement between the parties and no amendment or variation thereof shall be binding.

13. WAIVER

The waiver by the Licensor of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

14. EXPORT REGULATIONS

As OEM products are integrated into the Software this Agreement is subject to any applicable export laws or regulations, in particular the export regulations of the United States of America. Notwithstanding anything else in this Agreement to the contrary, the Licensee shall not directly or indirectly export (re-export) the Software into any country to which the United States of America has embargoed goods, or anyone on the US Treasury Departments List of Specially Designated Nationals, Terrorists and Narcotics traffickers, or on the US Commerce Department Denied Persons List, or to any country or destination for which the US Government or US Governmental Agency requires an export licence or other approval for export.

15. US GOVERNMENT RESTRICTED RIGHTS

If the Software is licensed for use in the performance of a U.S. government prime contract or subcontract, use, duplication or disclosure by the U.S. government shall be subject to the restrictions applicable to commercial computer software as provided in the Federal Acquisition Regulations (FAR) §52.227-14 (June 1987) Alternate III (June 1987), FAR § 52.227-19 (June 1987), DFARS § 252.227-7013 (b) (3) (Nov 1995), consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are Licensed under Licensor's standard commercial license or any successors thereto.

16. LIMITED WARRANTY

If (a) the Software does not substantially conform to its specifications in the Documentation, or if the Licensee is dissatisfied with the Software for any reason, and (b) if the Software is returned by the Licensee within thirty (30) days of first receipt, then the licence fee for the Software will be refunded. Upon return, this Agreement shall terminate, and the Licensee must immediately cease all use of the Software and remove and erase or cause to be removed and erased all copies of any Software from all computers and storage media and devices within the Licensee's possession or under the Licensee's control. At the Licensor's request, the Licensee will certify in writing to the Licensor that the Licensee have complied with this clause. If the Licensee have purchased a licence to the Software during or after an evaluation licence for such Software, then the Licensor or its authorised distributors shall have no obligation to refund any licence fees paid by the Licensee for the licence to the Software (i.e., the first thirty (30) days of the evaluation period represent the thirty (30) day limited warranty period). This limited warranty shall not apply to software updates; all updates are licenced "as is", without warranty of any kind.

17. NO OTHER WARRANTIES

Except as expressly warranted in clause 16, the software is provided "as is" without warranty or representation of any kind. The warranty in this agreement replaces all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.

18. LIMITATION OF LIABILITY

The Licensor's entire liability and the Licensee's exclusive remedies for the Licensor's liability of any kind (including liability for negligence except liability for personal injury caused solely by the Licensor's negligence) for the Software covered by this Agreement and all other performance or non-performance by the Licensor under or related to this

agreement are limited to the remedies specified. In no event will the Licensor's liability of any kind include any special, incidental or consequential damages, including lost profits, even if the Licensor had knowledge of the potential loss or damage.

19. CITING IXUS

If the Software is referred to in a publication (not including internal or company reports) such reference must be accompanied by the following information:

Author: Alphawave Mobile Network Products (Pty) Ltd
Title: IXUS (<https://ixusapp.com>)
Suite: (the suite number reported by IXUS)
Publisher: Alphawave Mobile Network Products (Pty) Ltd
Address: PO Box 1354, Stellenbosch, 7599, South Africa

20. NOTICES

All notices and questions in connection with this Agreement should be directed to:

Alphawave Mobile Network Products (Pty) Ltd
P O Box 1354, Stellenbosch, 7599, South Africa
Telephone: +27 21 880-1880,
Fax: +27 21 880-1174,
Email: support@ixusapp.com

21. COPYRIGHT

This Software is protected by a Copyright which is owned by Alphawave Mobile Network Products (Pty) Ltd. This Software includes third party products and components, the copyright of which remains with the respective copyright owners.

ANNEXURE A: SCHEDULE OF LICENCE TYPES

The specific rights, restrictions and obligations under which the Licensee may install and use the Software pursuant to each Licence Type, are set out below:

"IXUS Licence" – refers to a license for the full IXUS Integrated Manager and Modeller System, unless otherwise agreed in writing by Alphawave Mobile Network Products (Pty) Ltd. For billing purposes this is referred to as a single licence, however, to correctly licence the system, the following licencing components are required:

- (i) **"Modeller Licence"** – each Modeller licence shall entitle the Licensee to install and use the IXUS Modeller component on designated computers within the Entity, with concurrent usage limited by the license count.
- (ii) **"Manager User Licence"** – a Manager user licence shall entitle a designated user to use the IXUS Manager Application via an applicable web browser.

"Manager Application Licence" – a Manager Application Licence shall entitle the Licensee to install the IXUS Manager component on a designated computer. Only one Manager Application Licence is required per Entity and is included with the first IXUS Licence.

ANNEXURE B: SCHEDULE OF PAYMENT OPTIONS

The duration of the Term depends on the Payment Options chosen for the licence. The specific rights, restrictions, and obligations under which the Licensee may install and use the Software pursuant to each Payment Option, are set out below:

“Perpetual Licence” – refers to a licence where the Term is open-ended and can only be terminated as per Clause 8 of this Agreement. Software Maintenance and Support Services are included in the first year of purchase, and thereafter through a separate commercial agreement by the Licensor and Licensee.

“Leased/Subscription Licence” – refers to a licence where the Term is automatically ended at the end of the lease/subscription period. Software Maintenance and Support Services are included during the Term.

“Evaluation Licence” – refers to a licence where the Term is automatically ended after a maximum of 30 (thirty) days, or unless otherwise agreed on, in writing, by the Licensor. Under no circumstances, unless otherwise agreed on in writing by the Licensor, is any commercial work to be performed using this license. Software Maintenance and Support Services are included during the evaluation Term.

ANNEXURE C: SCHEDULE OF ANTENNA REQUESTS

The following antenna token policy is used to manage antenna requests on the IXUS Portal:

- Antennas requested in IXUS will be subject to the following priorities: *Normal & Critical*
- For Normal priority requests: No tokens will be required for any antenna types. The nominated antenna will typically be processed in 3 to 4 days, depending on the number of antenna requests from other clients.
- For Critical priority requests: One token will be required for the antenna model, regardless of the type. The antenna will be placed in our critical priority queue for antenna synthesis yielding faster processing times, typically within 1 to 2 days for delivery.

The following general terms and conditions apply to antenna tokens:

- Antenna tokens are non-refundable and are only valid for an active *Maintenance and Support subscription* (please refer to the Schedule of Payment Options).
- Antenna requests will not be processed on critical priority should an organization have a negative token balance at the time of the request, or the processing of the request will result in a negative token balance for the organization.
- The delivery of antenna models depends on the quality of information supplied, i.e. datasheet or pattern information and can impact processing times.
- Antenna tokens may be acquired from the Licensor through a separate commercial agreement.

ANNEXURE D: SCHEDULE OF CLOUD HOSTING OPTIONS

If the Licensee has an active *Maintenance and Support subscription* (please refer to the Schedule of Payment Options) then the IXUS Manager can be hosted securely using the Amazon Elastic Compute Cloud (EC2) instances offered by Amazon Web Services (AWS)¹.

The following data policies apply to IXUS Manager EC2 hosted instances:

- These instances are isolated within regions by design.

¹ For more detail on the AWS data restriction policies, please visit: <https://go.aws/3pN3wjQ> and <https://go.aws/3t1S1HH>

- These regions composed of several availability zones (Data Centres) for redundancy and are all hosted within the region.
- A specific hosting region will be identified prior to the commencement of the contract between the Licensor and Licensee.

The following general terms and conditions apply to EC2 hosted IXUS Manager instances:

- The instance infrastructure (hardware and software resources) will be selected based on the number of IXUS Licenses with active Maintenance and Support subscriptions (please refer to the Schedule of Payment Options).
- Although this service is typically included free of charge with an active Maintenance and Support subscription, changes to the pricing (typically associated with securing more cloud-based resources) may be incurred and will be communicated in advance by the Licensor to the Licensee.
- The IXUS team makes use of the necessary resource monitoring services offered by AWS to reduce unnecessary server downtime.
- Backups of the IXUS Manager compliance database is made daily and available for 7 days (rolling).
- Technical safeguards to protect the security, integrity, and availability of the Licensee's data is put in place.
- Should the Maintenance and Support service expire, then the Licensor reserves the right to stop the EC2 instance and provide sufficient opportunity for the Licensee to transfer compliance related data to their own server, unless otherwise agreed on in writing by both parties.



Signed - Dr Danie Ludick, CEO of IXUS
2024/10/16