



Weaving together **property data** into the **future** with our **AI-Driven solutions**

LICENSE & SERVICES AGREEMENT

Our mission is to create a more vibrant property market by enhancing your efficiency and effectiveness by providing a centralised hub of comprehensive data on properties and using the latest technology with computer vision and Ai to provide a 360 view.

 COMPANY NAME





LICENSE AND SERVICES AGREEMENT

Between

LOOM PROPERTY INSIGHTS (PTY) LIMITED

a company incorporated and registered according to
the Company Laws of the Republic of South Africa
with Registration No. 2020/780782/07
("the Licensor")

and

XXX

a company incorporated and registered according to
the Company Laws of the Republic of South Africa
with Registration No. **REGISTRATION NUMEBR**
("the Licensee")

Hereafter jointly referred to as "the Parties"

1. INTRODUCTION

- 1.1. The Licensor warrants that it owns the rights to utilise the Products and Services, which will enable the Licensee to provide a Web or Mobile based solution for the territory of South Africa.
- 1.2. The Licensee wishes to utilise the Products and Services for the authorised purpose.
- 1.3. For this purpose, the Licensee requires the rights to do so from the Licensor.
- 1.4. It is the intention of the parties to conclude an Agreement to govern the grant of rights in the Products and Services from the Licensor to the Licensee.
- 1.5 The Parties record and agree:
 - 1.5.1 that the terms and conditions of this Agreement will be the over-arching terms and conditions governing the use of the Products and Services;
 - 1.5.2 that the particular details of each Product and Service, shall be set out in a separate Term Sheet;
 - 1.5.3 that each and every Term Sheet shall be subject to the provisions of this Agreement and shall constitute an Annexure to this Agreement.

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- 1.6 The terms and conditions set forth in a Term Sheet shall not be effective until such Term Sheet is signed by both the Parties in accordance with this Agreement.
- 1.7 Except where expressly provided to the contrary in a Term Sheet, each Term Sheet shall be subject to this Agreement. Should any provision of a Term Sheet in respect of the delivery of a Product and Services conflict with this Agreement, the provisions of the particular Term Sheet shall prevail to the extent of the express conflict.
- 1.8 This Agreement constitutes the entire agreement between the Parties with effect as from the Signature Date, replaces and supersedes any previous proposals, correspondence, understanding or other communications between the Parties, whether written or oral and neither Party shall have any claim against the other Party arising from or in connection with any other previous proposals, correspondence, understanding or other communications between the Parties.

2. DEFINITIONS

In this Agreement:

- 2.1. clause headings have been inserted for convenience only and shall not be used in the interpretation of this Agreement;
- 2.2. unless the context clearly indicates a contrary intention, any reference to – one gender shall include the other genders, a natural person shall include artificial persons (whether incorporated or otherwise) and vice versa, the singular shall include the plural and vice versa;

The following words and expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:

- 2.3. **“Agreement”** shall mean this Agreement together with any Annexures hereto;
- 2.4. **“API”** shall mean the Application Program Interface;
- 2.5. **“Authorised purpose”** shall mean the incorporation of the Products and Services in the Licensee’s solution;
- 2.6. **“Business Day”** shall mean any day other than a Saturday, Sunday or Public Holidays Act, as set out in the Public Holidays Act 36 of 1994 (as amended);
- 2.7. **“Core Subscriptions”** means the subscription-based Products/ Services listed in Item 1 of Annexure A (or as otherwise designated in a Term Sheet) which are ordinarily billed by tax invoice;
- 2.8. **“Data Protection Laws”** means any and all laws relating to the protection of data or of Personal Information relevant to a Party (including the POPI Act) and shall include the provisions in terms of the protection of Personal Information principles agreed to in this Agreement;

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- 2.9. **"Effective date"** shall mean the date of signature of this Agreement by the party signing last in time;
- 2.10. **"Intellectual Property Rights"** all intellectual and industrial property rights of whatever nature comprised in, or relating in any way to, the Products and Services anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting or relating to such Products and Services;
- 2.11. **"LOOMBUCKS"** shall have the meaning set out in clause 8 of this Agreement and refers to a virtual prepaid credit or currency system used to pay for certain Products and Services provided under this Agreement, excluding Core Subscriptions.
- 2.12. **"Personal Information"** shall mean the information relating to a natural person as defined the POPI Act;
- 2.13. **"POPI Act"** means the Protection of Personal Information Act 4 of 2013 (as amended);
- 2.14. **"Products and Services"** shall mean the data and/or other products and/or services to be provided or rendered by the Licensor to the Licensee as set out in more detail in Annexures, which Products and Services could include, but are not limited to API, "Software as a Service", "Platform as a Service", "Web Services", "AI Models", "Machine Learning Engines", data, data products, data systems and data solutions;
- 2.15. **"Subscription Fees"** means all amounts payable for Core Subscriptions, including any arrears, interest and reconnection fees (if applicable);
- 2.16. **"The territory"** shall mean within the borders of Republic of South Africa.
- 2.17. **"Term Sheet"** a term sheet (which may be amended from time to time in writing between the parties) describes in detail a particular Product and/or Service, as set out in Annexures attached to this Agreement;
- 2.18. **"Wallet"** means the virtual account established and maintained by the Licensor for the Licensee (or a designated branch of the Licensee) into which LOOMBUCKS are credited following a successful purchase. The Wallet reflects the available balance of LOOMBUCKS that may be used by the Licensee to access and transact in respect of eligible Products and Services under this Agreement. Each Wallet may be assigned at Licensee's discretion to a central administrative user or to individual branches. The Wallet is non-transferable, does not accrue interest, and may not be withdrawn or converted into cash;

- 2.19. **"Wallet Set-Off"** means the application by the Licensor of available LOOMBUCKS in the Wallet towards payment of Subscription Fees in accordance with this Agreement.

3. CONFIDENTIALITY

The Parties acknowledge that the information regarded by them as confidential is of significant value to each and accordingly, it is essential that their modus operandi, client base, strategic information & operating procedures, as well as intellectual property remain confidential and is not disseminated by the Parties in any manner which would advance the interests of any other persons and/or any other company and/or each other.

Having regard to the facts recorded above, the Parties undertake that in order to protect their confidential information, the Parties:

- 3.1 shall not disclose or permit access to any confidential information to any persons other than to such representatives and advisors of the Parties, whose knowledge of such confidential information is essential.
- 3.2 shall use all confidential information only for the purposes & benefit of each other.
- 3.3 shall not, except for disclosures required by law or regulation, disclose to any third party the existence or substance of any of the Parties' modus operandi, client base, strategic information, operating procedures & intellectual property without obtaining the prior written consent of the other Party.
- 3.4 shall not avoid, bypass, or obviate (directly or indirectly) the intent of this Agreement through any transaction, transfer, pledge, agreement, or otherwise and agrees that it will not attempt (directly or indirectly) to contact parties introduced by a party on matters described in this Agreement or contact or negotiate with any confidential source provided by the other party, without the written consent of the other party.
- 3.5 shall not retain any written instructions, drawings, notes, memoranda or records ("Documents") relating to the Parties' confidential information which are made available to them, or which have come into their possession during the period of their association, and such Documents shall be deemed to be the property of the Parties and shall be surrendered to the Parties on demand by them and in any event on the termination of any association between them;
- 3.6 shall not retain any copies of copies of extracts from the Documents as provided for in clause 3.5 above.

4 DURATION AND TERMINATION

- 4.1 This Agreement shall commence on the effective date and shall endure for an indefinite period of time, provided that either party may terminate the use of a Product and Service within 90 (ninety) days' notice;
- 4.2 Notwithstanding clause 4.1, either party may terminate this Agreement with immediate effect on written notice to the other party if the other party:

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- 4.2.1 being a juristic entity –
 - 4.2.1.1 is subject to liquidation proceedings (other than for purposes of a bona fide restructuring) or is subject to business rescue proceedings, whether such proceedings are voluntary or involuntary and provisional or final;
 - 4.2.1.2 does anything which would, if such party was a natural person, constitute an act of insolvency as defined in section 8 of the Insolvency Act 24 of 1936;
 - 4.2.1.3 is deemed unable to pay its debts in terms of the Companies Act 71 of 2008;
- 4.2.2 being a natural person –
 - 4.2.2.1 is subject to sequestration proceedings, whether such proceedings are voluntary or involuntary and provisional or final;
 - 4.2.2.2 does anything which constitutes an act of insolvency as defined in section 8 of the Insolvency Act 24 of 1936;
 - 4.2.2.3 dies or otherwise becomes incapacitated and/or incapable of performing his/her obligations under this Agreement;
- 4.2.3 suffers a material judgment granted against it by any court of competent jurisdiction fails to timeously settle any judgment debt and/or apply for the judgment to be rescinded or appealed against;
- 4.2.4 has any licence to conduct its business suspended, withdrawn or adversely endorsed such that it is unable to conduct its business and/or perform its obligations under this Agreement timeously or at all;
- 4.2.5 performs any act or fails to take appropriate action resulting in the reputation or goodwill of the first-mentioned party being materially injured or impaired;
- 4.2.6 allows, through its conduct or omissions, for a conflict of interest to arise between the parties' respective interests in relation to this Agreement and/or the business relationship between the parties.
- 4.2.2 fails to comply with any of its obligations pursuant to Compliance to Terms of Protection of Personal Information, Clause 5 of the POPI Act;

5. COMPLIANCE IN TERMS OF PROTECTION OF PERSONAL INFORMATION

- 5.1 With effect from the Effective Date, and insofar as the POPI Act may apply to the Products and Services, both the Licensor and the Licensee shall process all Personal Information that may be relevant to the Products and Services in accordance with the provisions of the POPI Act.

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- 5.2 Without limiting the generality of the foregoing, the Parties have determined that both the Licensor and the Licensee are Responsible Parties in respect of the Personal Information exchanged between them for purposes of the Products and Services. To this end:
- 5.2.1 the Licensee and the Licensor shall process the personal information in their respective capacities as "Responsible Parties" but they shall not, in any circumstances, be joint Responsible Parties in respect of the personal information referenced in the Services;
 - 5.2.2 the Licensor is processing Personal Information in respect of Section 11(1)(f) of the POPI Act being the personal information received from public sources, pursuant to a legitimate interest assessment that it has completed in respect of the Products and Services.
- 5.3 Where the Licensor provides Personal Information to the Licensee pursuant to any bulk data transfer or bulk data licensing agreement, the Licensee shall only be entitled to use the Personal Information in compliance with the POPI Act and for a specific defined and legal purpose.
- 5.4 Further processing of such Personal Information shall require the Licensor's or the Data subjects prior express approval.
- 5.5 The Licensee acknowledges and agrees that it shall not be entitled to process or use any of the Personal Information provided to it by the Licensor as part of the Products or Services for direct marketing purposes if it would contravene the POPI Act and/or the Consumer Protection Act, 2008.
- 5.6 Unless the Licensor has expressly and in writing undertaken otherwise, it cannot guarantee that the Personal Information provided to the Licensee is accurate, being Personal Information obtained, or derived from, public sources.
- 5.7 Each party shall be required to keep record of its Processing of the Personal Information pursuant to the Products and Services and it shall upon reasonable request and notice provide access to such records to enable an audit of compliance in terms with this Agreement and/or for purposes of an investigation pursuant to the POPI Act.
- 5.8 Either party shall notify the other immediately where there are reasonable grounds to believe that the personal information of a data subject has been unlawfully accessed or acquired by any unauthorised person through or in the process of offering or using the Products and Services.
- 5.9 The Licensee shall indemnify and hold harmless the Licensor against all actions, proceedings and claims brought or threatened against the Licensor (whether by client or any other 3rd party), and all losses, damages and expenses (including legal expenses) related thereto, in any way arising out of or in connection with the granting of access to the personal data contained or provided in the solution.

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6 LICENSEE

- 6.1 In consideration of the license fee and/ or the applicable LOOMBUCKS transactions, as the case may be, the Licensor hereby grants to Licensee, for the term of this Agreement, a non-exclusive license to utilise the Products or Services The for the authorised purpose in the territory in accordance with the terms and conditions of this Agreement.
- 6.2 The Licensee agrees that it may not use or authorise the use of the Products or Services for any purpose other than the authorised purpose without the prior written consent of the Licensor.
- 6.3 The Licensee agrees that it may not amend, adapt or in any way alter the Products or Services without the prior written consent of the Licensor.
- 6.4 The Licensor reserves all rights, not specifically granted to the License in this Agreement.

7. LICENSEE FEE

- 7.1 In consideration of the rights granted by the Licensor, the Licensee will pay to the Licensor a license fee that is calculated accordingly in the Term Sheet. Certain Products or Services, as defined in Clause 8, shall be transacted through LOOMBUCKS rather than via traditional invoicing.
- 7.2 The Licensor will keep accurate up to date records of number of transactions in respect of its exploitation of the rights to the Products or Services and shall provide the Licensee with a statement of the number of transactions managed or monitored on a monthly basis. The statements will be submitted to the Licensee on the 1st day of each month (based on a calendar month interval period) and shall provide detail of the numbers of transactions managed or monitored in the territory.
- 7.3 The Licensor shall provide the Licensee with a Tax Invoice, indicating the agreed fee, as soon as possible after receipt of the statement as per clause 7.2. Payment of this invoice will be made within 14 (fourteen) days of the date of invoice. This applies only to Products or Services billed outside of the LOOMBUCKS system.
- 7.4 Should the Licensee fail to make payment in terms of this Agreement the Licensee shall be deemed to be in default and the Licensor can elect to charge the Licensee interest at a rate equivalent to the Prime Rate charged by its bankers on overdraft plus 2% (two per cent) on the outstanding amount.
- 7.5 The Licensor reserves the right to suspend services in failure of clause 7.3. In addition, the Licensor may suspend access to the Products or Services upon written notice of 5 (five) Business Days where the Licensee's account is in arrears or where material overuse is detected, pending resolution of the matter. Access may also be suspended automatically where insufficient LOOMBUCKS are available in the Licensee's Wallet at the time of transaction.

- 7.6 All amounts referred to in this Agreement and in any Term Sheet are exclusive of Value Added Tax (VAT), save where an amount is expressly stated to be VAT inclusive. All prices published in the Licensor's price catalogue from time to time, and all amounts expressed in LOOMBUCKS, are VAT inclusive.
- 7.7 Notwithstanding anything to the contrary in this Agreement or any Term Sheet, the Licensor may, upon written notice to the Licensee, apply available LOOMBUCKS in the Licensee's Wallet as a Wallet Set-Off towards any Subscription Fees that are overdue. The Licensee authorises the Licensor to affect the Wallet Set-Off contemplated in this clause and acknowledges that such set-off is intended to restore or maintain access to the Products and Services as soon as reasonably possible. The Licensor will provide the Licensee with a statement reflecting (i) the amount of LOOMBUCKS applied, (ii) the invoices/ amounts settled, and (iii) the remaining Wallet balance (if any). Where the Wallet balance is insufficient to settle overdue Subscription Fees in full, the Licensor may apply a partial Wallet Set-Off and the balance shall remain due and payable in accordance with clause 7.3. For clarity, a Wallet Set-Off does not constitute a refund of LOOMBUCKS and does not convert LOOMBUCKS into cash.
- 7.8 The Licensor's prices are adjusted once a year, with effect from 1 September of each year. Such adjustments are CPI-related, being determined with reference to the change in the Consumer Price Index (CPI) for the most recent 12 (twelve) month period published by Statistics South Africa as at the date of the notice. The Licensor shall notify the Licensee in writing of the adjusted prices, together with the applicable price catalogue for the period 1 September to 31 August, not less than 30 (thirty) days before 1 September, whereafter the adjusted prices shall apply automatically to all Products and Services (including Subscription Fees and amounts payable through LOOMBUCKS) without any further amendment to this Agreement or to any Term Sheet being required.

8 LOOMBUCKS PAYMENT SYSTEM

- 8.1 In respect of all Products or Services provided under this Agreement, except for those explicitly covered under the Core Reports and Market Area Insights (which remain subject to subscription billing and credit usage), the Licensee shall acquire and utilise LOOMBUCKS as the exclusive method of payment, save that LOOMBUCKS may be applied to overdue Core Subscriptions by Wallet Set-Off as contemplated in clause 7.7.
- 8.2 "LOOMBUCKS" shall refer to a virtual currency where 1 LOOM Buck = ZAR 1.00 (inclusive of VAT). LOOMBUCKS are purchased in advance by the Licensee using any of the available payment methods, which may include, without limitation, credit card, instant EFT, bank EFT, or scan-to-pay systems.

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- 8.3 Upon purchase, LOOMBUCKS are credited to the Licensee's digital Wallet. The Wallet may be assigned to the Licensee or to a particular branch under the Licensee's administration. The Wallet will reflect available balances and is used to transact for qualifying Products and Services.
- 8.4 The Licensor offers volume-based purchase incentives, whereby the Licensee may receive additional LOOMBUCKS relative to the value of a top-up transaction. The applicable incentives are set out in the table in Annexure A, as amended from time to time. The incentive structure and table may be updated by the Licensor at its sole discretion, subject to 30 days' prior written notice to the Licensee.
- 8.5 LOOMBUCKS are non-refundable. They do not expire, and they will be depleted on a usage basis as and when the Licensee accesses or transacts in respect of eligible Products or Services.
- 8.6 While the general principle is that LOOMBUCKS cannot be converted back into cash or refunded, any request for reversal or dispute shall be escalated to the Licensor's finance department for case-by-case review. The finance department shall act reasonably and in line with its internal dispute resolution policies.
- 8.7 For clarity, all Products or Services (including but not limited to value-added services, real-time reports, API access fees, and DEEDS searches), excluding Core Subscriptions, shall require payment through LOOMBUCKS. The Core Subscriptions shall remain billed by invoice and settled via EFT, debit order, or other acceptable methods, unless otherwise agreed in writing.
- 8.8 Where the Licensee has overdue Subscription Fees and also incurs usage charges payable through LOOMBUCKS, the Licensor may (acting reasonably) prioritise the application of LOOMBUCKS either (i) to usage charges at the time of transaction, or (ii) to overdue Subscription Fees by Wallet Set-Off, provided that the Licensor gives notice to the Licensee of its approach and applies it consistently.

9 OBLIGATIONS OF THE LICENSOR

- 9.1 Access to the Products or Services shall be deemed to have been granted by the Licensor to the Licensee on the effective date of this Agreement.
- 9.2 The Licensor shall provide the Licensee with regular updates to the Products or Services, as and when the Licensor makes such updates available.
- 9.3 In addition to the rights to the Products or Services granted in this Agreement, the Licensor undertakes to implement adjustments and/or modifications to the Products or Services insofar as may be reasonably required by the Licensee in order to use the rights granted in this Agreement for the authorised purpose, provided that such adjustments and/or modifications are requested by the Licensee in writing in a timely manner.

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9.4 The Licensor will ensure that the Products or Services provided to the Licensee in respect of the Products or Services are provided using reasonable efforts to be generally accurate and correct. In no event will the Licensor (or its staff) be liable for any errors, omissions or inaccuracies of any kind in the data provided. The Licensee acknowledges that certain data may be sourced from public or third-party databases, and as such, the Licensor does not warrant the completeness or accuracy of such data. The Licensor shall not be liable for the accuracy or completeness of Personal Information obtained from public sources, including DEEDS data, nor shall it be required to verify such information prior to making it available to the Licensee. The Licensee acknowledges that such data is used at its own risk, subject to applicable law. Where material inaccuracies are identified and notified by the Licensee in writing, the Licensor will use reasonable efforts to investigate and rectify such issues where feasible.

9.5 The Licensor ensures that it will provide the Products or Services using reasonable care, skill, and diligence, and that the Products or Services will materially conform to the specifications set out in the applicable Term Sheet. This relates to the performance and functionality of the Products or Services and does not extend to the accuracy or completeness of the underlying data, which is addressed in clause 9.4.

10 OBLIGATIONS OF THE LICENSEE AND WARRANTIES

10.1 Each party warrants that it is entitled to enter into this Agreement and is not bound by any previous Agreement which adversely effects this Agreement;

10.2 Should either party breach the warranty provided in clause 10.1, the breaching party hereby indemnifies the other party and its directors, employees, clients, subsidiaries and agents against any and all claims, damages, liabilities, actions, causes of action, costs and expenses, including legal fees (on an attorney and client basis), judgments, penalties of any kind resulting from the breach.

10.3 The Licensee acknowledges that all costs relating to the exercise of the rights granted in this Agreement shall be its sole responsibility and that the Licensor shall bear no responsibility or costs in this regard.

10.4 The Licensee will make available information to support an audit trail on the usage of the Products or Services as defined in clause 7.2 on a monthly basis to the Licensor in order to ensure adherence to the fee structure as defined in the Term Sheet.

10.5 Licensee may not, without the express prior written consent of the Licensor, use the Licensed Products or Services or part thereof to create any derivative work, product or service. This prohibition includes, without limitation, compiling a competing database or service to the Licensed Products or Services by using, extracting or reutilising the data contained within the Licensed Products or use

thereof for the creation of any secondary or derived database populated wholly or partially with Licensee's data and/or data supplied or created by any third party.

10.6 The Licensee shall not use the Products or Services, including any API, in a manner that materially degrades or otherwise interferes with the functionality, security, or availability of the Licensor's systems. The Licensor may temporarily suspend access in the event of any such misuse, with notice where practical.

10.7 The Licensor shall have the right, on no less than 10 (ten) Business Days' written notice, to audit the Licensee's use of the Products or Services (including access logs, data exports, and related records), no more than twice per calendar year, for the sole purpose of verifying compliance with the terms of this Agreement and any applicable usage or licensing restrictions. Each audit conducted in terms of this Agreement shall be conducted during normal business hours and in a manner that minimises disruption to the other party's operations. The costs of any audit in terms of this Agreement shall be borne by the party requesting the audit, provided that if the audit reveals material non-compliance by the other party, the audited party shall reimburse the full costs of the audit within 14 (fourteen) days of written demand.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 The Licensee confirms and acknowledges that:

11.1.1 all copyright and any other rights in and to the Products or Services are and shall remain the sole and exclusive property of the Licensor and that the Licensee shall not acquire any rights or interest in the data or software, computer programmes and/or applications, logos or trademarks, other than the rights licensed herein.

11.1.2 all Intellectual Property Rights, copyright and any other rights in and to the Products or Services are and shall remain the sole and exclusive property of the Licensor, and that the Licensee shall not acquire any rights or interest in the Products or Services or any related software, computer programmes and/or application, logos or trademarks, other than the rights licensed herein.

11.1.3 it shall credit the owner of the intellectual property on Products or Services, any map or information display with the following:

"©LOOM. All rights reserved."

11.2 The Licensee shall not, without the prior written consent of the Licensor, use any data, models, or outputs derived from the Products or Services to train or enhance any AI, machine learning models, or similar systems, nor use them in any competitive product or service.

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- 11.3 The Licensee acknowledges that, other than the rights specifically granted herein, this Agreement is not intended to transfer any Intellectual Property Rights, copyright or any other rights in the Products or Services.

12 INFRINGEMENTS OF THE RIGHTS BY A THIRD PARTY

- 12.1 In the event that either party becomes aware of an infringement of the Licensor's rights or the rights granted in terms of this Agreement, by any third party, the Licensor and the Licensee agree to provide full details in writing to the other party at the earliest opportunity.
- 12.2 Notwithstanding the above, the Licensee undertakes to notify the Licensor on a quarterly basis of all third parties, excluding its own customers, who have been provided with copies of, or access to the Products or Services. The notice will take the form of a list which will set out the names and contact details of such third parties and which will be supplied to the Licensor on the last day of March, June, September and December of each year.
- 12.3 Should the Licensor elect not to institute proceedings against any third party, which decision must be recorded in writing, the Licensee shall be entitled to institute the necessary proceedings.
- 12.4 The costs of proceedings instituted in terms of clause 12.3 by the Licensee shall be for the account of the Licensee who hereby indemnifies the Licensor against all and any claims, whether for costs, damages or otherwise arising out of any proceedings brought by the Licensee and the Licensor shall have no claim in respect of damages recovered by the Licensee in terms of this clause.
- 12.5 For the purposes of proceedings contemplated in clause 12.4, the Licensor shall, when called upon to do so, provide reasonable co-operation and assistance to the Licensee in order to assist the Licensee in proving the rights in question.

13 DEFAULT

- 13.1 Should either party ("the defaulting party") commit a breach of any provision of this Agreement and should such breach be:
- 13.1.1 capable of being remedied and the defaulting party fails to remedy within 14 (fourteen) days of being given written notice to do so from the other party ("the aggrieved party"); or
- 13.1.2 Incapable of remedy,

the aggrieved party shall be entitled (without prejudice to any other rights which it may have) to claim specific performance or cancel this Agreement forthwith, in either case without prejudice to the aggrieved party's right to claim damages from the defaulting party

14 ARBITRATION

14.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement, the Parties shall attempt in good faith to resolve any dispute by referring it to their respective executive officers for resolution. If no resolution is reached within 14 (fourteen) days, either Party may proceed to arbitration. The said dispute or difference shall then on written demand by any Party be submitted to arbitration in Johannesburg in accordance with the AFSA rules, which arbitration shall be administered by AFSA.

14.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Council (or its successor) to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 20 (twenty) years' standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

14.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

14.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

14.5 Any arbitration in terms of this clause 14 (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

14.6 This clause 14 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

14.7 The Parties agree that the written demand by a party to the dispute in terms of clause 14.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

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15 CANCELLATION OF LICENSE

Should this Agreement be terminated for whatever reason, the license granted to the Licensee shall be terminated and the Licensee shall cease to exercise the rights granted in terms of this Agreement from the date of termination. The Licensee shall cease using the service or, where applicable, return to the Licensor, within 90 (ninety) days of termination of this Agreement, all versions and copies of the Products or Services, which the Licensor furnished or made available to the Licensee prior to the effective date and during the term of this Agreement. Each party shall, within 90 (ninety) days of termination, return or destroy all Confidential Information of the other party and, upon written request, certify in writing that it has done so. Each party shall ensure that any Personal Information in its possession is either returned or deleted, subject to any legal or regulatory retention requirements. The obligations of confidentiality contained in this Agreement shall survive termination and remain in effect for so long as the Confidential Information remains confidential.

16 CESSION AND ASSIGNMENT

The Licensee agrees that it shall not be entitled to assign, sub-licence, transfer, pledge, lease, rent or share the rights acquired under this Agreement without prior written notice being given to the Licensor.

17 INDEMNITY

Each party hereby indemnifies the other party including its directors, employees, clients, subsidiaries and agents against any and all claims, damages, liabilities, actions, causes of action, costs and expenses, including legal fees (on an attorney and client basis), judgments, penalties of any kind to the extent that such claims arise from that party's breach of this Agreement, wilful misconduct, or gross negligence. In addition, the Licensee specifically indemnifies the Licensor including its directors, employees, clients, subsidiaries and agents, against any claims, damages, liabilities, actions, causes of action, costs and expenses, including legal fees (on an attorney and client basis), judgments, penalties of any kind arising from the use of the Products or Services by any third party to whom the Licensee has granted access, whether authorised or unauthorised.

18 LIMITATION OF LIABILITY

Except for liability arising from a party's wilful misconduct, gross negligence, or breach of clause 3 (Confidentiality) or clause 5 (POPI Act), the total aggregate liability of either party to the other, whether in contract, delict (including negligence), or otherwise, arising out of or in connection with this Agreement shall not exceed the total amount of fees actually paid by the Licensee to the Licensor under this Agreement in the 12 (twelve) months preceding the event giving rise to the claim. Neither party shall be liable to the other for any indirect, consequential, special, or punitive damages, including loss of profits, loss of revenue, or loss of anticipated savings, whether foreseeable or not, arising out of or in connection with this Agreement.

19 FORCE MAJEURE

The information contained in this document is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of LOOM Property Insights (Pty) Ltd

Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from force majeure, industrial unrest or strike, act of God or other cause beyond the control of that party, will not be deemed to be a breach of this Agreement nor will it subject either party to any liability to the other. Should either party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of 30 (thirty) days the Licensor and Licensee will consult with each other regarding the future implementation of this Agreement. If no mutually acceptable arrangement is arrived at within a period of 7 (seven) days thereafter, either Party will be entitled to terminate this Agreement forthwith on written notice.

20 NO PARTNERSHIP OR EMPLOYMENT

This Agreement shall not be deemed to create a partnership or employment relationship between the parties.

21 SEVERABILITY OF PROVISIONS

Should any provision of this Agreement be void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected and shall remain in full force and effect as between the parties.

22 NO VARIATION

No addition to, variation of, novation, or agreed cancellation of this Agreement, including this clause shall be of any force or effect unless in writing and signed by the parties.

23 WHOLE AGREEMENT

This Agreement constitutes the sole record of the Agreement between the parties and supersedes all previous Agreements. Neither party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein.

24 NO WAIVER

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in the future.

25 DOMICILIUM

25.1 The parties choose as their domicilium citandi et executandi for the purpose of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as follows:

The Licensor

LOOM Property Insights (Pty) Ltd

Bendehuis, 5 Hazelwood Street

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Hazelwood, Pretoria, Gauteng

0081

Postal communication to be addressed to:

PO Box 3695

Northcliff

Johannesburg

Gauteng

2115

Attention: Group Legal

Contact Nr: 087 804 0535

Email: finance@LOOM.co.za

The Licensee

COMPANY NAME

Postal communication to be addressed to:

Attention:

Contact Nr:

Email:

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25.1.1 or at such other address, not being a post office box or poste restante, of which the party concerned may notify the other party in writing

25.2 Any notice given in terms of the Agreement shall be in writing and shall:

25.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

25.2.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) business day following the date of such posting;

25.2.3 if transmitted by facsimile or electronic mail be deemed to have been received by the addressee 1 (one) business day after the successful transmission thereof.

25.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

26 GOVERNING LAW

This Agreement shall be interpreted and enforced in accordance with the procedural and substantive laws of the Republic of South Africa.

(Signature on the next page)



Signatures

SIGNED at _____ on _____ 2026

for **LOOM Property Insights**

Signature: _____

Name of signatory: _____

Designation of signatory: _____

SIGNED at _____ on _____ 2026

for

Signature: _____

Name of signatory: _____

Designation of signatory: _____

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