



Website License Agreement

This Website License Agreement is made on _____ between NEXUS IT, with its principal place of business at Plot 53 Tweefontein, Polokwane, Limpopo ("[PARTY A]") and _____, with its principal place of business at _____ ("[PARTY B]").

If this document has been accepted and agreed to in digital form, resulting in empty fields above, the date of digital agreement/acceptance by [PARTY B] will be used as the agreement date; and necessary contact information will be constituted using [PARTY B]'s user account details as submitted on [PARTY A]'s website (<https://www.nexusitpolokwane.com>), and/or using publicly available information of [PARTY B].

The parties agree to the terms of this agreement.

1. License Grant

1. **Website License.** [PARTY A] hereby grants to [PARTY B] a non-exclusive, transferable, sub-licensable, revocable license (the "[DELIVERABLE]") to use the Website.
2. **No Other Rights.** [PARTY A] reserves for itself all other rights and interest not explicitly granted under this agreement.
3. **Website.** "Website" refers to the website designed by [PARTY A] for use by [PARTY B]. The website specifications and features are based on the chosen package, as described on [PARTY A]'s website (<https://www.nexusitpolokwane.com>)

2. Making Website Publicly Visible.

[PARTY B]'s first subscription payment for the Website will be due within one week (seven days) from signing this agreement, after which [PARTY A] will make the Website available for viewing by [PARTY B] on an available domain chosen or provided by [PARTY B]. Should [Party B] provide an existing domain, [PARTY B] agrees to give [PARTY A] all the authority, permissions and information necessary to make changes to the provided domain's DNS (Domain Name Settings) in order to connect the Website to the domain. With [PARTY B]'s approval the Website will be made publicly visible on Search Engines (i.e. Google, Bing, Yahoo etc.)

3. Training and Support Services

1. **Training.** Depending on which available Website package [PARTY B] decides to subscribe to, [PARTY A] will at [PARTY A]'s expense, provide one session of training for [PARTY B]'s employees with the initial training services necessary and desirable to operate the Website. Should [PARTY B]'s principle place of business be situated within 5 Kilometers of Polokwane's city borders, the training may take place at [PARTY B]'s principle place of business – alternatively and optionally the training will be done remotely via an online digital meeting. Training will take place on days and times both parties agree to in writing.
2. **Support.** During the active subscription period and at [PARTY A]'s own expense, [PARTY A] shall provide [PARTY B] with telephone or internet-based support during [PARTY A]'s normal business hours in order to help [PARTY B] locate and correct any problems with the Website to the best of [PARTY A]'s abilities, given that [PARTY B]'s account has no outstanding balance.

4. Updates and Maintenance Services

1. **Updates.**
 - a. At it's sole discretion, [PARTY A] shall provide [PARTY B], at [PARTY B]'s expense, with all requested enhancements, structural modifications, content updates and other changes to the website. [PARTY A] may provide [PARTY B] limited, yet functional, access to the website for product-, blog-, newsletter- or any other relevant updates to be done directly by [PARTY B] in a way that will not compromise any of the safety or security processes that are in place. Access and types of such functions may depend on the chosen website package.
 - b. [PARTY A] may occasionally send website analytical updates to- and inform [PARTY B] of discounted products/services that:
 - i. may benefit [PARTY B]'s website/business,
 - ii. and/or be of potential interest to [PARTY B].
2. **Fixes and Patches.** [PARTY A] shall institute bug fixes and potential code corrections to correct malfunctions and defects of the website package in order to bring the Website into substantial conformity with its operating specifications, to the best of [PARTY A]'s abilities.
3. **Exceptions.**
 - a. Should [PARTY B]'s account have an outstanding balance, all relevant services may cease until the account is paid up to date



- b. [PARTY A] may, but will not be required to, offer to make changes mentioned in section 4.1.a without any expense to [PARTY B], based on [PARTY A]'s discretion.
5. **License Fees.** [PARTY B] shall pay [PARTY A] the agreed upon license fee(s), which may or may not be publicly listed on [PARTY A]'s website (<https://www.nexusitpolokwane.com/>) at the time of subscribing (the "License Fee").
 1. **Annual License Fees.**
 - a. [PARTY B] will pay the License Fee to [PARTY A]
 - b. in full,
 - c. annually,
 - d. with the first payment being due within one week (seven days) of signing this agreement,
 - e. using a widely trusted, secure online payment system of [PARTY A]'s choice, until this agreement is terminated.
 - f. A subscription link to make secure payments will be provided to [PARTY B] by [PARTY A], via any communications means necessary.
 - g. Deductions will automatically continue every 12 months according to your subscription plan,
 - h. without any price fluctuations unless an upgrade or downgrade is done.
 2. **Monthly License Fees.**
 - a. [PARTY B] will pay the License Fee to [PARTY A]
 - b. in an initial, one-time setup fee, plus
 - c. [12] equal increments,
 - d. monthly,
 - e. with the first payment being due within one week (seven days) of signing this agreement,
 - f. using a widely trusted, secure online payment system of [PARTY A]'s choice, until this agreement is terminated.
 - g. A subscription link to make secure payments will be provided to [PARTY B] by [PARTY A], via any communications means necessary.
 - i. Deductions will automatically continue according to your subscription plan,
 - ii. without any price fluctuations, unless an upgrade or downgrade is done.
 - iii. Equal monthly increments are calculated as ([annual license fee] / 12)
6. **Taxes.** At the time of this agreement [PARTY A] is not CIPC registered and as such any payments amounting under this agreement do not include VAT. Even though [PARTY A] pays VAT, [PARTY A] can not, according to law, charge [PARTY B] with any form of tax without being registered.
7. **Late Payments Fees.** Any outstanding amounts by [PARTY B] by the end of the 12 month billing cycle may be subject to a Late Payments fee of either [10%] the total amount, or [15%] of the outstanding amount, whichever is the lesser.
8. **User Obligations**
 1. **Hardware Obligations.** [PARTY B] shall be responsible for
 - a. obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Service (if applicable), and
 - b. paying all third party access charges incurred while using the Service, if applicable. (i.e. data roaming charges.)
 2. **Anti-Virus Obligations.** [PARTY B] shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding their computer(s) against infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").
 3. **[PARTY B]'s Use of Services.** [PARTY B] shall
 - a. abide by all local and international Laws and regulations applicable to its use of the Service,
 - b. use the Service only for legal purposes,
 - c. comply with all regulations, policies and procedures of networks connected to the Service,
 - d. read and accept the privacy policy and user agreement found on [PARTY A]'s website.
9. **Restricted Uses.** [PARTY B] will not
 1. distribute, license, sublicense, loan, or sell the Website or other content that is contained or displayed in it,
 2. modify, alter, or create any derivative works from the Website,
 3. reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Website,



4. remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Website,
5. make any structural changes to the Website,
6. during or after this agreement, unless:
 - a. Explicitly authorized by [PARTY A], or
 - b. both parties reach an agreement in the form of an additional clause, with specified terms in writing.
7. The intention is to safeguard both [PARTY A] and [PARTY B], the website and its contents or users.

10. Permitted Uses

1. **Intended Use.** [PARTY B] may use the Website for personal, non-commercial, commercial and internal business use.
2. **Evaluation Use.**
 - a. No evaluation license is available for the Website, as creation only starts following payment.
3. **Editing Use.**
 - a. Should [PARTY B]'s Website package include additional website features or plugins then [PARTY B] may receive limited website access to use these features (i.e. ecommerce product updates, database updates of management software, recruitment software and any other features that improve or extend the website's usability) in such a way that will not impair [PARTY B]'s goals.
 - b. [Party B]'s website user account shall not receive access to structural changes (in accordance with an agreement between [PARTY A] and external licensors of specialized design software used by [PARTY A]), nor to security related changes to ensure the website, relevant servers and user accounts, as well as [PARTY A]'s licensing agreements remain protected.
 - c. [PARTY B] is encouraged to forward any structural, visual, media and security update requests to [PARTY A] with the necessary details so it may be implemented.
 - d. [PARTY A] reserves the right to decline any and all requests it deems as illegal, immoral, not in accordance with this agreement, or that will in any way negatively impact [PARTY A]'s ability to provide reliable services to [PARTY B] or other clients.
 - e. [PARTY B] agrees that [PARTY A] may review any and all custom code prior to implementation on the live website. This is to ensure the security of all internal processes remains intact.
4. **Public Use.** [PARTY B] agrees that the Website will be publicly visible and accessible if [PARTY B] so chooses. Optionally The website may also remain unlisted, yet accessible to the public; or private with access limited to only certain individuals authorized by [PARTY B] (i.e. internal business use).
5. **Backup and Archival Copies.** [PARTY A] may keep a copy of the Website for backup or archival purposes. Older- or out-of-date backups will frequently be overwritten by the most up-to-date backup. Depending on the website package and use, backup frequency may vary anywhere between twice a day to once a month.

11. Term.

This agreement begins on [the Effective Date / Signed document receipt date by [PARTY A]] and will continue:

1. For [12] months (the "Term"),
2. at the end of which, the agreement will automatically be renewed to minimize any potential downtime of the website,
3. unless terminated either on notice, or in breach; in accordance with Section [19] and [20].
4. [PARTY A] may require [PARTY B] to accept an updated agreement at the beginning of a new billing cycle.

12. Representations

1. Mutual Representations

- a. **Existence.** The parties are existing under the laws of the jurisdictions of their respective cities / provinces.
- b. **Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.
- c. **Execution and Delivery.** The parties have duly executed and delivered this agreement.
- d. **Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.



- e. **No Conflicts.** Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.
 - f. **No Breach.** Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under
 - i. its articles, bylaws, or any unanimous shareholders agreement,
 - ii. any Law to which it is subject,
 - iii. any judgment, Order, or decree of any Governmental Authority to which it is subject, or
 - iv. any agreement to which it is a party or by which it is bound.
 - g. **Permits, Consents, and Other Authorizations.** Each party holds all Permits and other authorizations necessary to
 - i. own, lease, or operate its properties, and
 - ii. conduct its business as it is now carried on.
 - h. **No Disputes or Proceedings.** [Except as disclosed in the parties respective Disclosure Schedules] There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.
 - i. **No Bankruptcy.** Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.
2. **[PARTY A]'s Representations**
- a. **Ownership of Intellectual Property.** [PARTY A]
 - i. is the owner of all Intellectual Property rights included in the Website and granted under in the [DELIVERABLE], and
 - ii. has the exclusive right to grant the [DELIVERABLE].
 - b. **No Prior Grant or Transfer.** [PARTY A] has not granted and is not obligated to grant any license to any third party that would conflict with the [DELIVERABLE] under this agreement
 - c. **No Infringement.** [To [PARTY A]'s Knowledge,] The Website does not infringe the Intellectual Property rights or other rights of any third party.
 - d. **No Third Party Infringement.** To [PARTY A]'s Knowledge, no third party is infringing its Intellectual Property rights in the Website.
13. **No Warranty**
- 1. **"As-Is".** The [Licensed] Website is provided "as is," with all faults, defects, bugs, and errors. [PARTY A] will attempt to fix any known faults, defects, bugs and errors.
 - 2. **No Warranty.** Unless otherwise listed in this agreement,
 - a. [PARTY A] does not make any warranty regarding the [Licensed] Website, which includes that
 - b. ***[PARTY A] disclaims to the [fullest] extent authorized by Law any and all [other] warranties, whether express or implied, including any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.***
14. **Intellectual Property.**
- 1. [PARTY A] will retain exclusive interest in and ownership of its Intellectual Property rights in and to the Website and expressly reserves all rights not expressly granted under this agreement.
 - 2. [PARTY B] will retain exclusive interest in and ownership of its Intellectual Property rights in any media, documentation and information provided by [PARTY B] and/or it's associates to [PARTY A] for usage on the website (e.g. pre-existing logo, company portfolio etc.).
15. **[PARTY B] Data**
- 1. **Collect and Use of Data.** [PARTY A] may collect and use technical information gathered as part of its maintenance, support, and training services, only for the purpose of improving its products and services. This includes website statistical- and analytical data. [PARTY A] is welcome to submit a request to view any and all stored data.
 - 2. **Non-Disclosure.** [PARTY A] will not disclose any of this information in a form that personally identifies [PARTY B] or any of [PARTY B]'s clients and associates.
 - 3. **Data Distribution.** [PARTY A] does not and will not sell, trade or rent any collected information.
 - 4. **Privacy Policy.** [PARTY B] agrees that they have read, understood and accepted the Privacy Policy on [PARTY A]'s website (<https://www.nexusitpolokwane.com/privacy-policy>).



16. **Compliance with Laws.** Each party will

1. comply with all applicable Laws relating to this agreement, and
2. notify the other party if it becomes aware of any non-compliance in connection with this section.

17. **Publicity**

1. **Consent.** Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.
2. **Cooperation.** The parties will cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.
3. **No Unreasonable Delay.** The parties will not unreasonably withhold or delay their response to press releases or public announcements.

18. **Termination**

1. **Termination on Notice.** Provided that prior notice of 20 Business days or more has been given to the other party, either party may terminate this agreement, for any reason.
2. **Termination Fees.** Should notice be given within 35 days or less from the end of the 12 month cycle by [PARTY B] to [PARTY A], [PARTY A] will be required to pay a cancellation fee equal to the combined value of the used domain(s) and email accounts if any. This is due to [PARTY A]'s commitment to cover specific costs at least 30 days in advance, in attempt to eliminate any chance of service downtime for [PARTY B] in this regard.
3. **Termination for Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
 - a. the other party fails to perform, has made- or makes any inaccuracy in, or otherwise materially breaches any of its obligations, covenants, or representations, and
 - b. the failure, inaccuracy, or breach continues for a period of 20 Business Days after the injured party delivers notice to the breaching party reasonably detailing the breach.
4. **Immediate Termination.** [PARTY A] may immediately terminate or freeze this agreement at its sole discretion and claw back any outstanding balances if [PARTY B] has:
 - a. an outstanding balance near the end of one or more billing cycle(s),
 - b. a frequent outstanding balance.

19. **Effect of Termination**

1. **Payment Obligations.** Upon the termination of this agreement, each party shall
 - a. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
 - b. refund any payments received but not yet earned, including payments for services not rendered, work not performed, goods not delivered and expenses forwarded, excluding termination fees mentioned in section 18.2.
2. **Termination of License Grant.** On the termination of this agreement the [DELIVERABLE] granted under this agreement will terminate with immediate effect.
3. **Expiration of License Grant.** This license grant as well as payments will carry on indefinitely without expiration, unless terminated in accordance to section 18 and 19 of this agreement.

20. **Return of Property.** On termination of this agreement, or on [PARTY A]'s request, [PARTY B] will

1. return to [PARTY A] all original copies of the information and other property, including Intellectual Property it may have received from [PARTY A],
2. destroy all copies it has in its possession or control, and
3. on [PARTY A]'s request, certify to [PARTY A] in writing that it destroyed all such copies.

21. **Indemnification**

1. **Indemnification by [PARTY B].** [PARTY B] (as an indemnifying party) shall indemnify [PARTY A] (as an indemnified party) against all losses and expenses in connection with any proceeding arising out of
 - a. [PARTY B]'s use of the Website and
 - b. [PARTY B]'s unauthorized customization, modification, or other alterations to the Website, including claims that its customization, modification, or other alterations infringe a third party's Intellectual Property rights,



2. **Mutual Indemnification.** Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses in connection with any proceeding arising out of the indemnifying party's willful misconduct or gross negligence.
3. **Notice and Failure to Notify**
 - a. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall
 - i. notify the indemnifying party of the indemnifiable proceeding, and
 - ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
 - b. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.
4. **Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [22. INDEMNIFICATION].
22. **Limitation on Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.
23. **General Provisions**
 1. **Entire Agreement.** The parties intend that this agreement, together with the latest policies and agreements located on [PARTY A]'s website, all attachments and other documents that both are referenced in this agreement and refer to this agreement,
 - a. represent the final expression of the parties' intent relating to the subject matter of this agreement,
 - b. contain all the terms the parties agreed to relating to the subject matter, and
 - c. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
 2. **Counterparts**
 - a. **Signed in Counterparts.** This agreement may be signed in any number of counterparts.
 - b. **All Counterparts Original.** Each counterpart is an original.
 - c. **Counterparts Form One Document.** Together, all counterparts form one single document.
 3. **Amendment.** This agreement can be amended only by a writing signed by both parties.
 4. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
 5. **Notices**
 - a. **Method of Notice.** The parties will give all notices and communications between the parties in writing by
 - i. personal delivery,
 - ii. a nationally-recognized, next-day courier service
 - iii. first-class registered or certified mail, postage prepaid to the address that a party has notified to be that party's address for the purposes of this section.
 - iv. Electronic mail (e-mail)
 - b. **Receipt of Notice.** A notice given under this agreement will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
 6. **Governing Law and Consent to Jurisdiction and Venue**
 - a. **Governing Law.** This agreement, and any dispute arising out of this agreement, shall be governed by the laws of the province of Limpopo.
 - b. **Consent to Jurisdiction.** Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any [state or federal] court located within Limpopo Province, South Africa, in connection with any matter arising out of this [agreement / plan] or the transactions contemplated under this [agreement / plan].
 - c. **Consent to Service.** Each party hereby irrevocably
 - i. agrees that process may be served on it in any manner authorized by the Laws of the province of Limpopo, and
 - ii. waives any objection which it might otherwise have to service of process under the Laws of the State of the province of Limpopo.



7. Dispute Resolution

- a. **Arbitration.** Any dispute or controversy arising out of this agreement will be settled by arbitration in Limpopo, according to the rules of the Arbitration Act 42 of 1965 then in effect, and by [3] arbitrators[s].
- b. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.
- c. **Arbitrator's Authority.** The arbitrator will not have the power to award any punitive [or consequential] damages.

8. Waiver

- a. **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
 - b. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
 - c. **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
 - d. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
9. **Severability.** If any provision of this end user agreement is held to be invalid, void or for any reason unenforceable, then that provision shall be deemed severable from this end user agreement and shall not affect the validity and enforceability of any remaining provisions. This agreement has been signed by the parties.

Current last revision of this document: 23/11/2022

NEXUS IT

Party B:

Franco Labuschagne

Signatory:

[PARTY A] : _____ [PARTY B] : _____