

Caseware Africa – End-User Licence Agreement (EULA)



Effective: April 2024 | Version 2.1.3

1. Introduction

This End-User Licence Agreement (EULA) sets out the terms for using our software. It is an agreement between the user and us Caseware Africa (also known as 'CWA'), a subsidiary of Adapt IT Holdings Proprietary Limited. By using the software, the user is agreeing to these terms.

2. Definitions

In this agreement:

agreement means this document detailing the relationship between the user and CWA regarding the software;

business day means any day within business hours, other than a Saturday, a Sunday, or a holiday (including a public or bank holiday) in the jurisdiction where Caseware Africa's entity that entered into the relevant agreement is based, and any other reference to a day means a calendar day;

calendar day means every day, including weekends and holidays;

data means data the user or their users share with CWA or that is generated while the user uses the software;

documentation means manuals, guides, or other materials that accompany CWA's software;

object code means the executable version of the software;

personal data means personal information as defined in the relevant data protection law of the jurisdiction applicable to this EULA;

personnel means any duly appointed representative, including any director, employee, agent, affiliate, consultant, or contractor;

services mean the online services linked with CWA's software;

software means the specific application the user is using, including its documentation, updates, and versions;

source code means the original, high-level programming instructions, which aren't part of this agreement;

technology means innovations, ideas, methods, and tools created or used by CWA, which may also include updates to existing software;

terms mean this EULA plus any other related policies or rules, including CWA's Terms of Service incorporated into this agreement by reference. The Terms of Service are available at <https://success.casewareafrica.com/terms>;

territory means a specific geographical area;

third-party software means software licensed by CWA from others to provide their services; and

writing means official documents or messages, excluding emails.

3. Acceptance of terms

- 3.1. **Acceptance.** By installing, copying, or otherwise using the software, you acknowledge and agree to be bound by these terms. If you do not agree to be bound by these terms, do not install or use the software.
- 3.2. **Modification.** CWA reserves the right to change this EULA from time to time. Upon accessing the updated software, the user will be prompted to accept the revised EULA terms. If the user does not agree with the change, it must stop using the software. If user continues to use the software following notification of a change to the EULA, the changed terms will apply to it and it will be deemed to have accepted such EULA.

4. Software details

This EULA governs the user for the applications listed under Software, as well as all Templates and Cloud Applications listed here: <https://success.casewareafrika.com/products>.

5. License specifications

- 5.1. **License grant.** CWA grants the user a non-transferable and non-exclusive licence to use the software in its executable form and documentation in the location where the user agrees to this EULA.
- 5.2. **Device registration.** The user will associate their license with a specific device or device upon registering the software. Each device is considered an individual licensed entity.
- 5.3. **Restrictions.** Reverse-engineering, decompiling, or disassembling the software is prohibited, except to the extent applicable laws permit. Rental, lease, or lending the software to a third party is forbidden. Transferring, selling, or sublicensing your rights under this EULA is prohibited.
- 5.4. **Updates.** The license may entitle the user to receive updates or upgrades to the software from CWA. Such updates or upgrades will be governed by this or a subsequent version of this EULA.
- 5.5. **Third-party software.** If the software includes or requires third-party software, the terms of that third-party software will prevail in the event of a conflict with this EULA.

6. Software usage

- 6.1. **Terms of use.** The user must:
- Use the software and its documentation solely for business use.
 - Share the documentation only within groups associated with the software's usage.
 - Vigilantly prevent unauthorised duplication or distribution of the software.
 - Only make copies of the software for backup purposes.
- 6.2. **License transfer.** The user may transfer the software's license internally due to personnel changes within the same entity, but transferring to an external individual or entity is prohibited.
- 6.3. **Support services disclaimer.** This EULA does not guarantee any support services, which may be covered under a separate agreement. This is available at <https://success.casewareafrika.com/terms>.

7. Provided services

- 7.1. **Additional Service provision.** CWA may offer services in conjunction with their software in addition to services as defined in the order. The nature of these services may change, or CWA may cease providing them in whole or in part. In such instances, CWA will notify customer in writing at least 30 calendar days in advance.
- 7.2. **Proper conduct.** When using CWA's services, the user should refrain from:
- Interfering with another's utilisation.
 - Accessing services or systems without proper authorisation.
 - Engaging in deceitful activities.

- Using the services for unlawful purposes.

7.3. *Third-party Interactions.* While using the services, the software may provide links or access to third-party content. CWA is not responsible for such content.

8. Data protection

8.1. *Ownership and responsibility.* Each party is responsible for complying with its own obligations under applicable laws governing personal data. Users who enter data into the software retain ownership of that data and remain accountable for it. CWA commits to making reasonable efforts to shield it from unauthorised access through the software. Despite this, CWA is not liable if malevolent attempts from outside the software's domain occur. The integrity of the data might be influenced by external factors such as the device in use, its operating system, or any malevolent software.

8.2. *Data privacy.* Both parties must respect their respective legal obligations concerning data, subject to the following:

- The user determines how their data should be processed using the software, subject to applicable legal requirements.
- If CWA needs to transfer user data internationally to meet agreement obligations, the user implicitly permits this action to the extent that applicable data protection laws allow.
- If any legal dispute arises due to the user not upholding their responsibilities under this clause, the user agrees to cover all associated costs for CWA within the confines of the law.
- Upon a reasonable request from the user, CWA will offer details regarding data processing and vice versa. The requesting party will bear the costs for such requests.
- Both parties commit to taking necessary measures to ensure data integrity and to guard against unauthorised access or corruption.

8.3. *Backup.* It's the user's responsibility to back up their own data regularly.

8.4. *Security.* CWA uses industry-standard measures to protect data and will protect the data with the same tenacity in which it protects its own data. Any breach of data shall be communicated to the Customer timeously.

8.5. *Disclosure* CWA may disclose user data if required by law and shall notify the Customer accordingly.

9. Intellectual property

9.1. *User data.* The user retains ownership of data entered into the software. They grant CWA the right to access, utilise, and replicate the data to deliver services related to the software.

9.2. *Rights.* CWA or its licensors own all rights, titles, and interests in the software, services, and documentation.

9.3. *Copyright.* Copyright laws and international treaty provisions protect the software. CWA and its suppliers retain all copyrights in the software.

10. Limitation of liability

10.1. *Maximum liability.* If there is a legal dispute, CWA's liability to the user is capped in the manner provided for in the Terms of Service, which is available at <https://success.casewareafrika.com/terms>.

10.2. *Exclusion of indirect damages.* Neither party shall be held responsible for any indirect damages or losses resulting from this agreement to the extent applicable laws allow.

10.3. *Breach of agreement.* If either party violates the terms of this agreement, the other party is not responsible for any consequences they may encounter.

10.4. *Third-party responsibilities.* CWA is not responsible for anything a third party provides, including websites or services prior to CWA rendering any services and/or input. For the avoidance of doubt, where any loss is suffered by CWA's wilful misconduct, this clause shall not apply.

10.5. *Warranties.* CWA warrants that the provision of the Goods and Services will comply with applicable

laws.

11. Termination

- This agreement can be terminated in the manner provided for in the Terms of Service.

Upon termination:

- All rights provided to the user will end.
- The user must delete or destroy all software copies, provided that the user shall be entitled to retain any files and/or artefacts that the user created.
- Any fees paid by the user are non-refundable unless where Caseware Africa terminates for good cause as provided for in the Terms of Service.

12. User and Statistical Information

12.1. The software may collect information from a licensed device. You consent to a licensed device transmitting this information to us.

12.2. We may, in accordance with clause 8 above, collect statistical information by monitoring your use of the software for the purpose of improving the software and other purposes that we communicate to you. This statistical information is limited to actions the user takes such as:

12.2.1. If you are making use of the software or not;

12.2.2. How many files you create;

12.2.3. What version of the file you are creating;

12.2.4. What type of file you are creating;

12.2.5. What actions you are taking in terms of tasks you initiate;

12.2.6. What domain, IP Address and local machine name you are using the software from;

12.3. For avoidance of doubt, the collection of statistical information excludes any content that is included within the files or tasks you create and/or any personal information.

13. General provisions

13.1. *Force majeure.* Neither party is responsible for breach of the agreement caused by circumstances beyond human control, including flood, fire, earthquake, industrial action, epidemic, government restrictions or 'acts of God' but either party may cancel the agreement on written notice to the other if the circumstances persist for more than 30 calendar days.

13.2. *Governing law.* The law of the country in which CWA's contracting entity is located will govern this EULA.

13.3. *Jurisdiction.* The user consents to the jurisdiction of any local lower court, or its equivalent in the relevant jurisdiction, in respect of any action or proceedings that CWA may bring against them in connection with this EULA, even if the action or proceedings would ordinarily be beyond its jurisdiction. This is without prejudice to CWA's right to institute any action in any other court having appropriate jurisdiction.

13.4. *Severability.* If any provision of this EULA is found unenforceable, the rest will remain in full effect.

13.5. *Entire Agreement.* The terms represent the entire agreement concerning the software and supersedes any prior or contemporaneous understandings.

13.6. *Waiver.* Any failure by either party to enforce any provision of this EULA doesn't waive their right to do so in the future.

- 13.7. *Assignment.*** The user cannot transfer or delegate their rights and obligations under this EULA to another party without CWA's prior written consent.