

Mthokozisi Thabiso Sapuwa

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Date:\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_\_

To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Subject: Mthoe Saps Construction Technologies Bulawayo Mapping Engine Beta Project Licencing Contract**

Dear: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERMS OF USE OF THE BETA GEOSPATIAL DATA WEB APP**

1. Scope of Work: Mthoe Saps Construction Technologies will develop and deliver a beta geospatial data simulating software to the affiliated organisation. The software have the ability to simulate, display and view real time datasets that the organisation/ company wishes to view. The datasets are to be sent to the developer for uploading in Excel format via my email that is mthoesaps06@gmail.com. There will also be an added feature that is the Excel file uploader where the user can upload their excel file and view their excel file. As this is a beta project, the functionality, appearance and effectiveness of this tool will all be dependent on the cooperation between the software developer and the affiliated organisations of this programme as well as the constant feedback that the developer will receive from the organisations. Once the drone survey has been thorougly tried and tested, companies in the beta programme will each get three free drone land surveys.

2. Ownership and Licence:

(a) The affiliated organisations have to acknowledge that the web app that is the source code of the project solely will be owned by the Developer (Mthokozisi Thabiso Sapuwa).

(b) As this is a beta project and it will be only available to the affiliated five organisations, the intellectual property here referrig to the databases with sensitive information such as company sales will not be disclosed to any other party prior to any written and agreed upon consent from the origial owner. This simply means that no organisations information will be shared or disclosed to any other third party or anywhere else for that matter without the owner agreeing. This is done to keep sensitive organisation information private and the developer acknowledges that prior to displaying any organisation database that is not open source on the web app, he has to get the right authorization from the organisation to go ahead and publish the documentation online.

(c) The Developer grants the organisation exclusive, transferable, non-revoakable licence to use the Geospatial Data and Property Management Software for their own personalized use, the companies will have their own tailor designed softwares.

3.Payment:

(a) The beta project has an initial joining premium fee of USD $500.00 that the affiliated organisation/ company agrees to pay the Developer for the enrollment to the beta programme. This premium fee includes deployment costs, a mapbox token for custom map databases and also as stated for the enrolment to the beta programme. The payment has to be made before the web app is deployed for the use of the organization or company in order to settle payments for the affiliates API key userbility. The affiliated party will be granted full access to the to use of the web app 72 hours after the payment has been made.

(b) A montly payment of USD $75.00 in order to host, maintain, run and debug the code for the first year (12 months) of running the beta programme.

(c) After first year of beta project and the project goes live on global launch, the affiliation fee will be terminated and the montly payment fee charges will be stacked at USD $25.00 for the orginal beta project organisatins and companies.

N.B: Beta project members are to receive lifetime loyalty rewards for actively supporting this project as it needs alot of participants and willingly engaging personel in order to accomplish and fulfil this project.

4. Confidentiality:

(a) Both parties agree to keep confidential any proprietary or confidential information disclosed during the course of this Agreement.

(b) The affiliated organisations and companies agrees not to disclose any details, functionality, or source code of the Software to any third party without the prior written consent of the Developer.

5. Term and Termination:

(a) This agreement shall commence on the date of signing and continue until the end of the twelve month beta programme period.

(b) Either party can terminate this agreement during the course of the twelve month beta progrmme period providing written notice to the other party. Upon terminattion, the organisation/ company shall cease all use of the software.

6. Warranty and Liability:

(a) The Developer represents and warrants that the software will be developed in a professional manner and will conform to the suggestions and feedback of the affiliated users.

(b) The developer shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in coection with use of the software.

7. Governing Law:

This agreement shall be governed and constructed in accordance with the laws of Zimbabwe in the province of Bulawayo.

8. Entire Agreement:

This Agreement constitutes the entire agreement between the Developer and the affiliated orgnization and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Please fill out the form below to indicate your acceptance of this Geospatial Data Web App Beta Project Software Development and Licence Agrement.

Company/ Organizational name:

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Company/ Organization representative name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company/ Organization representative role or position:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of agreement signing: \_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of agreement signing: \_\_\_\_\_:\_\_\_\_\_\_

Proposed Payment date: \_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_

Company/ Organization representative signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Developers Name: Mthokozisi Thabiso Sapuwa

Date of agreement signing: \_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of agreement signing: \_\_\_\_\_:\_\_\_\_\_\_

Develoeprs Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_