

Mthokozisi Thabiso Sapuwa

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Zimbabwe

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

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

**Subject: Mthoe Saps Construction Technologies Terra Vista Bulawayo Mapping Engine Licencing Contract**

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

**1. Scope of Work:**

Mthoe Saps Construction Technologies will develop and deliver a Mapping Engine for Bulawayo specializing in geospatial data simulating for the above mentioned 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.

**2. Ownership and Licence:**

(a) The above mentioned organisation has o acknowledge that the engine’s source code of the project solely belongs to the Developer (Mthokozisi Thabiso Sapuwa).

(b) As this is a sale contract, the engine will be only available for use to the client that is the purchasing party. The intellectual property here referrig to the databases with sensitive information such as company data 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 organisation/ clients 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 engine, he has to get the right authorization from the organisation/ client to go ahead and publish the documentation online.

(c) The Developer grants the organisation exclusive, transferable, non-revoakable licence to use the Terra Vista Bulawayo Mapping Engine Software for their own personalized use, the client will have their own tailor designed software.

**3.Payment:**

(a) **PAYMENT PLAN A:** The engine is being sold for USD $787.97 with a montly debug and running fee of USD $25.00.

(b) **PAYMENT PLAN B:** Purchase of the engine via installment plans at USD $809.30 over a period of 6 months. Initial premium payment is USD $250.00 and the rest payable in $111.86 installments over a period of 5 months.

This premium fee includes deployment costs, a mapbox token for custom map databases and also as stated for the engine to be able to render different map systems. The client will be granted immediate access to the engine upon signing and returning of this contract to the Developer and a full payment has been made or a payment plan has been agreed upon.

**4. Confidentiality:**

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

(b) The client 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 either party terminates the contract with prior written consent.

(b) Either party can terminate this agreement during the course the contract period providing written notice to the other party. Upon terminattion, the organisation/ company shall continue with the use of the software but the Developer will not be liable to debugging and maintaining the engine anymore.

**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 client.

(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 client and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Please fill out the form below to indicate your acceptance of this Terra Vista Bulawayo Mapping Engine Project Software Development and Licence Agrement.

1. Client/ Organizational name:

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2. Client/ Organization representative role or position:

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

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

4. Time of agreement signing: \_\_\_\_\_:\_\_\_\_\_\_

5. Proposed Payment date: \_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Client/ Organization representative signature:

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

1. Developers Name: Mthokozisi Thabiso Sapuwa

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

3. Time of agreement signing: \_\_\_\_\_:\_\_\_\_\_\_

4. Develoeprs Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_