



Cell C Xplorer End-User License Agreement

Preamble

The terms set forth below constitute an agreement between you ("User") and Cell C (PTY) LTD and its affiliates ("Cell C") in connection with the use of "Cell C Xplorer Navigator" software ("Cell C Xplorer") installed on your end use device (the "Device") and the personal navigation services operated on the Device. User shall only be permitted to use the Cell C Xplorer on a Device that has been purchased from Cell C.

Important clauses which may limit our responsibility or involve some risk for you may be in bold. User must pay special attention to these clauses.

Your acceptance of the terms of this Agreement and/or your installation and/or use of Cell C Xplorer shall be deemed as your acceptance of all of the terms and conditions below.

Personal Use License

Subject to User's fulfillment of all conditions of this Agreement, User is granted a personal (non-commercial), royalty free, limited, non-assignable, revocable and non-exclusive right to use a single copy of Cell C Xplorer installed on a single Device for the purpose of using the personal (non-commercial) navigation and other location based services provided by Cell C Xplorer, all in accordance with the terms of this Agreement (the "License"). The License hereunder does not transfer to you any commercial or promotional use rights in Cell C Xplorer.

User shall be charged standard data charges that are applicable to the User's tariff plan.

Conditions of License

User represents and undertakes:

Not to copy, duplicate, transmit, present, execute, produce, publish, grant a license or sublicense, create derivative works, transfer, sell, develop, modify, reengineer, decompile or make any other use of Cell C Xplorer or any part thereof that is not specifically permitted under this Agreement, either directly or indirectly and/or with the assistance of any third party, nor permit any of the foregoing; not to remove, erase or alter any trade name or trade mark or other name or insignia of Cell C and/or any third party appearing in connection with Cell C Xplorer or permit others to do any of the foregoing; User acknowledges that this Agreement does not constitute a grant, license, permission or any other right to or in the source code and/or machine code of Cell C Xplorer; not to attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of Cell C Xplorer.

Proprietary Rights

User acknowledges and agrees that all proprietary and other rights in Cell C Xplorer and/or any part thereof belong exclusively to Cell C and/or its Licensors and that this Agreement does not constitute a grant of any rights in Cell C Xplorer except the License specifically granted herein and subject to the terms hereof.

All trademarks, service marks, patents (whether registered, non-registered and whether registrable or nonregistrable) are and shall remain the exclusive property of Cell C or whoever has granted rights therein to Cell C, as applicable. User shall indemnify Cell C and whoever on its behalf Cell C for any



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damages, costs or expenses (including loss of profits or data) caused as a consequence of User's violation of Cell C's rights and/or the terms of this Agreement, upon Cell C's first written demand.

Use of Cell C Xplorer at User's Risk

User is solely responsible for safe driving and navigation.

. Due to the complexity of the Software systems, cellular networks and satellite navigation systems, the information displayed by Cell C Xplorer may contain errors, including with regard to User's actual position and/or road conditions. User should not rely solely on the instructions provided by Cell C Xplorer and should exercise care at all times.

LIMITATION OF CELL C'S LIABILITY

To the fullest extent permitted under applicable law:

Cell C Xplorer and related services are provided "as is" and all warranties, either expressed or implied, are disclaimed as to their quality, performance, merchantability or fitness for any business or any particular purpose. Cell C and its affiliates, their shareholders, officers, managers employees or agents shall not be held liable for any indirect, incidental, or consequential Damages, including loss of profit or data, arising from or in connection to this Agreement, and whether resulting from any defect in Cell C Xplorer or the provision of any services hereunder.

THE POSSIBILITY OF SUCH DAMAGES.

Cell C will not be held liable for any damage, failure, loss or expense (including legal fees and court costs) ("Damage") as a result of changes in hardware and/or the Device and/or operating programs and/or as a result of combining Cell C Xplorer with any other software (including other versions) that are not compatible with Cell C Xplorer and/or the incorrect use of Cell C Xplorer and/or not in accordance with Cell C's instructions and/or any other change in Cell C Xplorer that has not been made by Cell C or in accordance with its written instructions.

Cell C will not be held liable for any Damage to User and/or to any third party in connection with or as a result of the installation or use (or inability to use) Cell C Xplorer and/or any errors displayed thereby. User hereby irrevocably and forever waives any and all such claims and causes of action against Cell C (Pty) Ltd. In any event and notwithstanding from the generality of the foregoing, Cell C's total liability under this Agreement is limited to the amount of the consideration actually paid to Cell C for granting the License hereunder and User hereby releases Cell C totally and irrevocably from the obligation to pay damages or compensation higher than such amount.

User Agreement to Install Upgrades

User acknowledges that Cell C Xplorer will be subjected to occasional upgrades (including via the applicable cellular network), without any prior notice to User. User hereby gives its irrevocable consent to install any such upgrade. Cell C cannot be held liable for the results of using Cell C Xplorer under this Agreement if User does not install any upgrade. However, this does not obligate Cell C to upgrade Cell C Xplorer.

Changes/ Suspension of Services/ Termination

Cell C reserves the right to change, modify, add, replace or end certain services or functions of Cell C Xplorer, at its sole discretion on written notice to you. Cell C may suspend or immediately terminate this Agreement and User's access and use of Cell C Xplorer if User violates any term or condition of this Agreement or if the Agreement between Cell C and the licensor is terminated, then Cell C may



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immediately this Agreement. Un-installation of Cell C Xplorer shall be deemed as termination of this Agreement by User.

Geographical Databases

User acknowledges that the geographic information displayed by Cell C Xplorer is based on geographical databases that are provided to Cell C by third parties and that Cell C has no liability for the its accuracy, completeness or suitability.

In addition, User acknowledges that the rights, including the intellectual property rights, in the geographical databases are owned by Cell C's third party licensors and the terms of their end-user terms or licenses, as applicable from time to time will apply thereto and User's use thereof.

Premium Databases

Additional information services provided by Cell C Xplorer - such as services regarding road conditions, traffic conditions, speed traps, site guides etc. ("Info Services"), are provided based upon, inter alia, on information received from third party suppliers ("Information Suppliers"). The Info Services are provided as general references only, are not to be relied upon as a single source of information and do not purport to replace lawful and careful driving. Due to the complexity of positioning systems and reliance upon information received from the Information Suppliers, the Info Services may be subject to various errors and deficiencies, including as a result of their availability, accuracy and inclusion of dated information. **Cell C, the Information Suppliers and whomever on their behalf shall not be liable for any Damage resulting from User's reliance upon the Information Services, including as a result of any errors or deficiencies therein, their availability, accuracy or inclusion of dated information, and User hereby irrevocably and unconditionally waives any such claims against Cell C, the Information Suppliers and whomever on their behalf with regard to the Info Services. Any such liability shall not in any event exceed the sum of the subscription fees actually paid by User for the Info Services.**

User Privacy

User acknowledges that by virtue of Cell C Xplorer a location based service, it is possible that Cell C will receive and collect information relating to the location and movements of User. Although Cell C will make reasonable efforts to maintain and protect the privacy of User in accordance with all applicable laws, Cell C will not be prohibited from providing such information pursuant to any applicable law, regulation, judicial decree or the instructions of any competent authority. User hereby gives its irrevocable consent to Cell C to provide such information in these circumstances only without prior notice User. User hereby irrevocably and forever waives any and all violation of privacy or other claims and causes of action against Cell C in this regard.

Miscellaneous

The headings in this Agreement are for convenience only and are not to be used to interpret or construe its provisions.

'User' also refers to any corporation or any other legal entity.

In this Agreement, any reference to the terms 'Cell C Xplorer' also relate to any part thereof or their various components, including any upgrades thereof.

User is obligated to abide by all terms and conditions governing the use of the cellular or other network through which access to Cell C Xplorer services is made.

The terms of this Agreement may be subject to changes made by Cell C from time to time and on notice to you via the same medium that these terms and conditions appear and will bind the parties from their acceptance by the User in any of the acceptance methods elaborated in the preamble above.



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This Agreement is governed by the laws of the Republic of South Africa.

Any claims made by User arising from this Agreement will be heard only if brought within 12 months of the date on which the cause for such claim arises or within 12 months following the expiration or termination of this Agreement, whichever is the earlier.

The provisions of this Agreement protecting property rights and governing liability of the parties, shall survive the expiration or termination of this Agreement for whatever reason.



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