



SMARTBLADE

VIDEO LARYNGOSCOPE

TERMS OF USE SMARTBLADE SOLUTION

Please carefully read the following terms of use ("**Terms**") before using the Services provided by SmartBlade Proprietary Limited ("**SmartBlade**"), which Services include without limitation the SmartBlade Device and related Software (collectively, "**the Solution**"). These Terms, read with your Order Form (to the extent applicable), set out the legally binding terms and conditions for your use of the Solution at any given time. By accessing or using the Solution in any manner you agree to be bound by these Terms, as well as to SmartBlade's **Privacy** and **Cookie policies**, which are expressly incorporated in these Terms by reference. In the event you are using the Solution on behalf of a corporate or other juristic entity who is the Subscriber, you warrant that you are an authorised representative of that Subscriber and duly permitted to use the Solution and will do so in accordance with these Terms (and any reference to "**you / your**" herein shall include a reference to that entity). If you do not agree to these Terms, do not use the Solution.

The Solution

The Solution is designed to assist with management of the intubation of patients who require assistance with their ventilation. The Solution is to be used strictly for the purpose of performing intubation under video laryngoscopy, recording either video and/or still images of the procedure and archiving them as clinical records, performing telemedicine consultation with a colleague and/or collecting data for research (the "**Purpose**"). You will not use the Solution in a manner that is inconsistent with these Terms, the Purpose, or any applicable laws, regulations and applicable requirements of medical industry bodies (including local laws and industry requirements of the country or region in which you reside or in which you download or use the Solution).

IMPORTANT: PLEASE READ: SMARTBLADE IS NOT A HEALTHCARE PROFESSIONAL AND SMARTBLADE DOES NOT OFFER MEDICAL ADVICE OR DIAGNOSES, NOR DOES SMARTBLADE ENGAGE IN THE PRACTICE OF MEDICINE OR PROVISION OF HEALTHCARE SERVICES. SMARTBLADE PROVIDES THE SOLUTION TO SUPPORT THE PROVISION OF MEDICAL AND/OR HEALTH RELATED SERVICES BY AUTHORISED HEALTH CARE PROVIDERS, AND AS SUCH, SMARTBLADE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY PROVISION OR LACK OF PROVISION OF ANY MEDICAL OR HEALTH RELATED ADVICE OR SERVICES.

1. **Definitions.** The following capitalised terms shall have the meanings set forth below:

"**Affiliates**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Subscriber (for example, a subsidiary of the Subscriber);

"**Data**" means any data inputted by you (including by a Permitted User) into the Website and/or Solution and the processed data that is made available to you as a direct result of your use of the Website and/or Solution;

"**Delivery**" shall mean when the Solution is made available by SmartBlade for you to access;

"**Documentation**" means SmartBlade's technical specifications that accompany and describe the use of the Solution;

"**Fee**" means the monthly or annual fee (excluding any taxes and duties) and any applicable one-time-service fees payable by you in accordance with the fee schedule set out below and as agreed to in your Order Form for the Solution;

"**Licensed Volume**" means the maximum number of Permitted Users or other measurement of permitted use for the Solution as specified in your Order Form;



“**Order Form**” means an order for the Services placed by you either directly or through an authorised distributor of SmartBlade and accepted by SmartBlade where the subscription plan, Licensed Volume, Renewal Period and other Usage Limitations and service features are selected (as subsequently varied from time to time by agreement between you and SmartBlade) and by which you agree to subscribe to the Services;

“**Permitted User**” means a unique individual authorised by you to use the Services for your benefit in accordance with these Terms, including your employees, representatives, contractors and agents and the employees, representatives, contractors and agents of your Affiliates (if any), subject to the Licensed Volume;

“**Renewal Date**” means the date (monthly or annual) on which your subscription renews;

“**Renewal Period**” means the period for which you agree to subscribe to the Services for which you agree to pay the Fees (either monthly or annually) as specified in your Order Form (and which may differ for each category of Service);

“**Services**” means the Solution category that you have subscribed for through an Order Form or that SmartBlade otherwise makes available to you via the Website;

“**SmartBlade Device**” means a novel disposable video laryngoscope blade procured from SmartBlade or an authorised SmartBlade distributor;

“**Software**” means SmartBlade’s or its licensors’ software (in object code format) or content, any updates or upgrades thereto provided to you by SmartBlade in relation to the Solution and any Documentation pertaining thereto.

“**Subscription Term**” means the initial period (monthly or annual) for which you agree to subscribe to the Services and for which you agree to prepay the Fees as specified in your Order Form, together with each subsequent Renewal Period (unless terminated earlier in accordance with these Terms);

“**Usage Limitations**” means those limitations as specified on your Order Form or as subsequently notified in accordance with clause 3.3 below and includes any limitations that SmartBlade imposes in relation to future modules or features of the Solution;

“**Subscriber**” “**you**” and “**your**” means the person or the company or other legal entity who is identified in the Order Form as the Subscriber; and

“**Website**” means the Internet site at the domain **smartblade.co.za**, and/or any other sites and mobile apps operated by SmartBlade for purposes of the Solution.

2. End User License Agreement

2.1. **Access and use of the Solution.** Subject to these Terms, SmartBlade grants you and, to the extent applicable, Permitted Users, a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Solution (including the related Software) in accordance with the Services subscribed for in your Order Form, strictly for the Purpose, up to the applicable Licensed Volume, for the applicable period specified in your Order Form. SmartBlade and/or SmartBlade’s licensors retain ownership of the Software itself and reserve all rights not expressly granted to you or to Permitted Users in these Terms. You agree that the terms of this license will apply to any SmartBlade application software product, unless such product is accompanied by a separate license, in which case you agree that the terms of that license will govern your use of that product. The terms of this license will govern any software upgrades or updates provided by SmartBlade that replace and/or supplement the original Solution, unless such upgrade or update is accompanied by a separate license in which case the terms of that license will govern.

Title and intellectual property rights in and to any content displayed by or accessed through the SmartBlade Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties and may be subject to terms of use of the third party providing such content. Except as otherwise provided herein, this license does not grant you any rights to use such content nor does it guarantee that such content will continue to be available to you.

2.2. **Access by Permitted Users.** To the extent that the Services subscribed for by you allow for use of the Solution by Permitted Users, you acknowledge and agree that, subject to any applicable laws -

2.2.1. the Solution should be used by clinicians who have been trained in and are allowed to perform laryngoscopy (use by any person who does not fit this requirement will be solely at your risk);



- 2.2.2. you determine who is a Permitted User and what level of access each Permitted User has to the Services (up to the applicable Licensed Volume);
 - 2.2.3. you are solely responsible for all persons' use of the Solution and the Website (whether authorised by you or not);
 - 2.2.4. you control each Permitted User's level of access to the Services and Website at all times and can revoke or change a Permitted User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be Permitted User or shall have that different level of access, as the case may be;
 - 2.2.5. Permitted Users' user names and passwords may not be shared or used by more than one individual and you may only re-assign access rights to a new individual user where an existing Permitted User no longer requires the rights to access and use the Solution and Website;
 - 2.2.6. if there is any dispute between a Subscriber and a Permitted User regarding access to the Solution or Website, the Subscriber shall decide what access or level of access to the relevant Services or Website that Permitted User shall have, if any;
 - 2.2.7. you acknowledge and agree that Permitted Users will be required to download SmartBlade's mobile application and accept these Terms and SmartBlade's privacy policy in order to access and use the Solution; and
 - 2.2.8. Subscriber shall be responsible for the acts or omissions of any Permitted User as if such acts or omissions were committed by Subscriber.
- 2.3. **Inability to access Solution.** Access to and use of the Solution will be dependent on a Permitted User's (including your) connectivity and internet access. Furthermore, certain features of the Solution may not be available in all languages or regions and some features may vary by region. SmartBlade shall have no liability for either the Subscriber's or a Permitted User's inability to access and/or use the Solution for whatever reason.
- 2.4. **Legal and Acceptable Use.** You will, and will procure that all Permitted Users, access and use the Solution only for legal, authorised, and acceptable purposes. You will not use (or assist others in using) the Solution in ways that: (i) violate, misappropriate, or infringe the rights of SmartBlade (or its licensors or suppliers), including privacy, publicity, intellectual property, or other proprietary rights; (ii) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate; or (iii) involve sending illegal or impermissible communications.
- 2.5. **Restrictions.** Save as expressly provided for in these Terms, you may not (and may not permit any third party to): (i) modify, incorporate or use in any other works, translate, reverse engineer (except to the limited extent applicable statutory law expressly prohibits reverse engineering restrictions), decompile, disassemble, otherwise attempt to derive source code from or create derivative works based on the Solution; (ii) make unauthorised copies of the Solution; (iii) disclose, distribute, transfer or market the Solution to third parties; (iv) remove or modify any proprietary notices, labels or marks on or in any copy of the Solution; (v) distribute, sell, sublicense, rent, lease or use the Solution (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Software available to third parties; (viii) access the database or any other third party product that is embedded in the Software with applications other than the Software; or (ix) use the Solution other than as permitted in these Terms.
- 2.6. **Automatic Updates.** The Solution will periodically check with the SmartBlade app for updates. If an update is available, the update may automatically download and install onto your mobile phone and, if applicable, any other peripheral devices. You agree that SmartBlade may download and install automatic updates onto your mobile phone and your peripheral devices. You can turn off automatic updates altogether at any time by changing the automatic updates settings found within app preferences (note that choosing not to allow updates may impact your use of the Solution as updates are necessary to ensure optimal functionality of the SmartBlade app and regular bug fixes where necessary).
- 2.7. **Consent to Use of Data.** When you use the in-App communication feature of the Solution, you acknowledge and consent to user ID information that you provide, including your email address(es), certain unique identifiers for your computer and your mobile device's telephone number being sent to SmartBlade in order to allow others to reach you. In-App communications are held encrypted on your device until you sync with your online profile.



2.8. **Content and data uploaded by Permitted Users through use of the Software** You represent that you own all rights in, or have authorization or are otherwise legally permitted to upload, such content and data and that such content does not violate these Terms or applicable laws.

3. **Additional Terms for Solution**

3.1. **Accessing and Use of Solution.** Except as explicitly set forth herein, you are solely responsible for acquiring and maintaining all of the equipment, software, services and items necessary to access and make use of the Solution, including without limitation paying all fees, charges, taxes, and other costs related to internet access and for configuration changes that may be required to route activity to the Solution. You may access the Solution only through the interfaces and protocols provided or authorized by SmartBlade and its distributors, and you agree to set up, maintain and use the Solution in strict compliance with SmartBlade's and its distributors' instructions. You are solely responsible for maintaining the confidentiality of any passwords and account information required to access the Solution, for all acts that occur in connection with your account and to immediately notify SmartBlade of any unauthorised use of your account. In the event of expiration or termination of the Solution require DNS routing, you will be solely responsible for rerouting your DNS traffic and SmartBlade, its distributors and suppliers shall have no liability for your failure to do so.

3.2. **Fees, Payment Terms, and Delivery**

3.2.1. An invoice for the Fees will be issued:

3.2.1.1. monthly or annually in advance (depending on your subscription type) at the beginning of your Subscription Term and subsequently prior to each Renewal Date; or

3.2.1.2. where we offer, and you select, an annual subscription with monthly billing, monthly in advance during your Subscription Term.

3.2.2. All invoices will include the Fee for the corresponding period of use (including any one-time-service fees that shall be payable in lump sums). SmartBlade will continue invoicing you monthly or annually in advance (as the case may be) until these Terms terminate in accordance with clause 8.

3.2.3. Fees payable to SmartBlade are non-refundable and payable in the specified currency.

3.2.4. You shall also pay all sales, use, value-added and other taxes, tariffs and duties of any type assessed against you, except for taxes based on SmartBlade's income. Should you be required under any law or regulation of any governmental entity or authority outside of the Republic of South Africa to withhold or deduct any portion of the payments due to SmartBlade, then you shall increase the sum payable to SmartBlade by the amount necessary to yield to SmartBlade an amount equal to the sum it would have received had no withholdings or deductions been made.

3.2.5. All SmartBlade invoices will be sent to you, or to a billing contact whose details are provided by you, by email. You must pay or arrange payment of all amounts specified in any invoice within five days of the invoice date. You are responsible for payment of all applicable taxes and duties in addition to the Fees. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

3.2.6. If any invoiced amount remains unpaid after the payment due date then SmartBlade may charge you late payment interest calculated at the legal prescribed rate. In addition, SmartBlade reserves the right to suspend your subscription and your rights to access the Solution and to charge a reactivation fee to reinstate your account (equal to the cost of a one month subscription). The billing contact will be notified once an account becomes overdue.

3.2.7. If SmartBlade has to spend money collecting overdue amounts from you then you will reimburse SmartBlade for those costs.

3.2.8. SmartBlade shall have the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours, an audit of your facilities, computers and records to confirm your use of the Solution is in compliance with these Terms. You shall provide reasonable cooperation with any such audit.



3.2.9. SmartBlade will use commercially reasonable efforts to make the Software licence keys available at the times requested in an Order Form; provided, however, that SmartBlade shall in no event be liable for any delay in Delivery or for failure to give notice of delay. Without liability to any person and without prejudice to any other remedy, SmartBlade may withhold or delay Delivery of the Solution if you are late in payment or are otherwise in default under these Terms. The Solution shall be deemed accepted by you upon Delivery.

3.3. **Usage Limitations:** In addition to the Licensed Volume, your use of the Services may be subject to Usage Limitations, including monthly transaction volumes, storage capacity and the number of calls you are permitted to make against SmartBlade's application programming interface ("API"). Any Usage Limitations will remain in effect for the duration of the initial period of your Subscription Term or the relevant Renewal Period (as applicable). SmartBlade reserves the right to vary the Usage Limitations on 30 days' written notice to you with any such variation to then take effect on the first Renewal Date following the end date of such notice period. You may not use or access the Services in a manner that exceeds these Usage Limitations. If you exceed your Usage Limitations then you must either disable or correct such use, or your Subscription will be upgraded to the subscription tier which corresponds with your actual use. Where your Subscription is upgraded accordingly, SmartBlade will invoice you for the Fee that corresponds to your new Subscription tier and you agree that the new Fee will apply from the date of such upgrade.

3.4. **Third parties / access to Data.** You acknowledge and agree that SmartBlade has no responsibility to any person other than you and nothing in these Terms confers, or purports to confer, a benefit on any person that is enforceable against us by any person (including your Affiliates) other than you.

4. Confidentiality

Unless strictly required by law, you will preserve the confidentiality of all Confidential Information obtained in connection with these Terms and/or your use of the Solution. You will not, without the prior written consent of SmartBlade, disclose or make any Confidential Information available to any person, or use the same for your own benefit, other than as expressly contemplated by these Terms. Your obligations under this clause will survive termination of these Terms for whatever reason. For this purpose "Confidential Information" refers to all trade secrets, know-how, business and financial information, and other proprietary information or data disclosed to you by SmartBlade, or incorporated in materials or products provided to you by SmartBlade in accordance with these Terms and/or through the Solution.

5. Proprietary Rights

All title and intellectual property rights in and to the Solution are owned exclusively by SmartBlade and its licensors and suppliers. Other than as expressly set forth in these Terms, no license or other rights in or to the Solution and intellectual property rights thereto are granted to you, and all such licenses and rights are hereby expressly reserved. Any ideas, suggestions, modifications and the like made by you with respect to the Solution will be the property of SmartBlade.

6. Disclaimer, warranties

6.1. THE SOLUTION IS PROVIDED "AS-IS" AND SMARTBLADE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SMARTBLADE, ITS DISTRIBUTORS AND SUPPLIERS MAKE NO WARRANTY THAT USE OF THE SOLUTION WILL BE UNINTERRUPTED, ERROR-FREE OR DEFECT-FREE, OR AVAILABLE AT ALL TIMES. SMARTBLADE HEREBY SPECIFICALLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS AND SUPPLIERS, ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.2. YOUR USE OF THE SOLUTION IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DECISIONS OR ACTIONS TAKEN BASED ON YOUR USE OF THE SOLUTION.

6.3. You represent and warrant that –

Data

6.3.1. you have obtained all necessary consents and are otherwise authorised to input the Data that you input into the Website and Solution, including any data input into the Website and Solution by any Permitted User; and

6.3.2. you are authorised to access the processed Data that is made available to you through your use of the Website and the Solution, in each case, whether the inputted Data is your own or that of anyone else; and



Consumer Protection

- 6.3.3. you are acquiring the right to access and use the Services and Website for the purposes of an entity that is not protected by consumer protection laws and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services and/or Solution, the Website or these Terms.

7. Limitations of Liability, Indemnity

- 7.1. IN NO EVENT WILL SMARTBLADE'S (AND ITS DISTRIBUTORS' OR SUPPLIERS') LIABILITY HEREUNDER IN RESPECT OF ANY ONE INCIDENT, OR SERIES OF CONNECTED INCIDENTS, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY YOU IN THE THREE MONTHS PRECEDING THE FIRST SUCH INCIDENT. IN NO EVENT SHALL SMARTBLADE (OR ITS DISTRIBUTORS' OR SUPPLIERS') HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA OR USE, INTERRUPTION OF THE SOLUTION, COSTS OF PROCUREMENT OF A SUBSTITUTE SOLUTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, DELICT/TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
- 7.2. YOU SHALL DEFEND, INDEMNIFY AND HOLD SMARTBLADE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS HARMLESS FROM ANY CLAIM, DEMAND (INCLUDING ATTORNEYS' FEES), FINE, OR OTHER LIABILITY INCURRED BY ANY THIRD PARTY OR BY YOURSELF DUE TO OR ARISING FOR WHATEVER REASON OUT OF YOUR USE OR MISUSE OF THE SOLUTION AND/OR YOUR BREACH OF THESE TERMS AND/OR ANY PERSONS INTELLECTUAL PROPERTY OR OTHER RIGHTS, WHETHER IN CONTRACT OR DELICT/TORT.

8. Term and Termination.

- 8.1. These Terms will commence upon Delivery of the Solution to you and will continue in effect for such time as you continue to have the right to access the Solution.
- 8.2. Your subscription for the Solution will automatically renew at the end of the applicable Subscription Term as set out in your Order Form unless either party gives the other at least thirty (30) days' notice of non-renewal prior to the end of the then current term.
- 8.3. Either party may terminate these Terms due to a material breach of this Agreement by the other party if such material breach remains uncured for a period of thirty (30) days following receipt of written notice by the breaching party; provided that SmartBlade may suspend or terminate these Terms and/or your access to the Solution immediately upon written notice to you should it believe, at its sole discretion, that reasonable grounds exist for it to do so.
- 8.4. Upon the earlier of expiration of your rights to use the Solution or suspension/termination of these Terms, your access to the Solution will cease. Suspension or termination shall not relieve you of the obligation to pay any fees accrued or payable to SmartBlade prior to the effective date of suspension or termination.

9. Export Control Laws

The Software and materials available through the Solution are subject to statutes, orders or regulations which impose embargoes or control the export of goods, technology, software, supplies and services, including weapons of mass destruction and arms, military, paramilitary and security equipment and dual-use items (items designed for civil use but which can be used for military purposes) and certain drugs and chemicals ("export controls"). The Software may not be downloaded or otherwise exported or re-exported in breach of the export controls of the US Government or the UK Government and, without prejudice to the generality of the foregoing, the Software may not be downloaded or otherwise exported or re-exported: (1) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria, or any other country to which the United States has embargoed or restricted goods or services; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders; or (3) by or to anyone whose export privileges has been suspended, revoked or denied, in whole or in part, by the Bureau of Export Administration of the U.S. Commerce Department or any other U.S. Government entity or agency; or (4) in breach of the UK's Export Control Order 2008 (as amended); or (5) for use in the design, development or production of nuclear, chemical, or biological weapons, or missile technology, or any other prohibited use. By downloading or using the Software, you are agreeing to the foregoing and you are warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. You may not access, download, use or export the Solution



in violation of U.S. export laws or regulations, or in violation of any applicable local laws or regulations.

10. **Mention as Customer.** You consent to SmartBlade using your name and logo to identify you as a customer of SmartBlade, such as use on SmartBlade's website.
11. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) if the delay or failure is due to events, which occur after the signing of these Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, national or international pandemics, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
12. **Miscellaneous Provisions.** Nothing in these Terms authorises a party to act as an agent of the other or bind the other to any transaction or agreement. These Terms will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign or transfer these Terms in whole or in part by operation of law or otherwise, without SmartBlade's prior written consent. Any attempt to transfer or assign these Terms without such written consent will be null and void. SmartBlade's licensors are intended third party beneficiaries of these Terms. In the event any provision of these Terms shall be determined to be invalid or unenforceable under law, all other provisions of these Terms shall continue in full force and effect. Except as specifically provided in these Terms, the exercise by either party of any rights and remedies under this Agreement will be without prejudice to its other remedies under these Terms or otherwise. These Terms, including the Order Form (to the extent applicable), contain the entire agreement of the parties with respect to the subject matter of these Terms and supersedes all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to said subject matter. A waiver of any breach under these Terms shall not constitute a waiver or any other breach or future breaches. Notwithstanding the foregoing, if a separate, written and mutually signed agreement for the acquisition of the Solution and/or Services exists between you and SmartBlade, the terms of that written agreement (excluding any pre-printed terms of any purchase order, confirmation or similar document, all of which will have no effect and will not be considered agreed to by SmartBlade) shall take precedence over these Terms. All notices, requests, demands and other communications hereunder shall be in writing to the address set forth below for SmartBlade and on your applicable Order Form and shall be deemed to have been duly given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) two (2) days after it is sent if by overnight delivery by a major commercial delivery service. Any clauses in these Terms that are expressly stated, or by implication intended, to apply after expiry or termination of the these Terms shall continue in full force and effect after such expiry or termination. These Terms will be interpreted and construed in accordance with the laws of the Republic of South Africa without regard to conflict of law principles. The parties hereby consent to the exclusive jurisdiction of the Western Cape High Court, located in Cape Town, Republic of South Africa, for resolution of any disputes arising out or relating to these Terms and/or use of the Solution. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and will not apply to these Terms in any manner whatsoever.