

SERVICE AGREEMENT

ENTERED INTO BETWEEN

**Informatronics Consulting and
Distribution (Pty) Ltd
T/A iMvula ICD**

Reg. No.: 2002/023010/07

**(HEREINAFTER CALLED
“the SERVICE PROVIDER”)**

AND

Reg. No.:

**(HEREINAFTER CALLED
“the USER”)**

1. Interpretation

The headings of the clauses in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation, nor modify or amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention appears-

1.1 Words importing-

1.1.1 any one gender includes the other gender;

1.1.2 the singular includes the plural and *vice versa*; and

1.1.3 a natural person includes juristic persons (corporate or unincorporated) and *vice versa*.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 References to clauses, and annexures are to the clauses and annexures of this Agreement; references to paragraphs are to paragraphs of the relevant annexures to this Agreement.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

1.5 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day.

1.6 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. Definitions

2.1 The definitions and rules of interpretation in this clause apply to this Agreement.

2.1.1 "AFSA" means the Arbitration Foundation of Southern Africa;

2.1.2 "Agreement" means this agreement and any schedules and annexures thereto;

2.1.3 "Acceptance Testing" means the testing by the USER of the Hardware to determine whether the Hardware complies with the Documentation and Specifications;

2.1.4 "Commencement Date" means ;

2.1.5 "Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information by a Party, or information which the receiving Party knows or reasonably should have known is of a proprietary or confidential nature;

2.1.6 "Hardware" means the hardware procured by the SERVICE PROVIDER for the USER;

2.1.7 "Maintenance and Support Services" means the performance of scheduled and/or preventative maintenance services required for the purpose of ensuring the continued functionality of the Hardware;

2.1.8 "Parties" means the parties to this Agreement as described above;

2.1.9 "Services" means the (i) procurement and delivery of the Hardware by the SERVICE PROVIDER for the USER and the (ii) Maintenance and Support services to be provided in respect of the Hardware;

2.1.10 "Service Levels" means the quantitative or qualitative level of service;

2.1.11 "Specifications" means the technical and functional specifications relating to the Hardware;

2.1.12 "Warranty Period" means the period of Warranty provided by the original manufacturer of the Hardware;

2.1.13 "Documentation" means manuals, handbooks, maintenance libraries, listings and other publications which the SERVICE PROVIDER, or its Subcontractors, normally supplies;

2.1.14 "Equipment" means computer hardware, accessories, spare parts, controller devices, bar code readers, networking devices, and any other tangible items (not including Software) which are incorporated into the System or used in the provision of Services;

2.1.15 "Intellectual Property Rights" means all the rights in and to intellectual property including (without limitation) the rights in and to trademarks, service marks, trade names, domain names, logos, get-ups, patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, and all similar proprietary rights which may subsist in any part of the world, as well as any Confidential Information or processes relating to that subject matter;

2.1.16 "Product(s)" means standard Service Provider or Sub-contractor Equipment and Software furnished or utilised in the performance of the Services;

2.1.17 "Program" the USER's program of which the Services hereunder is an integral part;

2.1.18 "Services" means the consulting, management, implementation, installation, maintenance, support, and other work furnished by the SERVICE PROVIDER or its Sub-contractor's personnel in connection with meeting the SERVICE PROVIDER's responsibilities hereunder;

2.1.19 "Software" means a set of instructions consisting of a program or routine, or other information including databases, used by computer equipment. Software may be in either object or source code form, and may be stored in a variety of media, including magnetic tape or disk, CD ROM, and integrated circuits ("firmware"). Unless otherwise specifically stated, software is furnished in object code form only;

2.1.20 "Statement of Work" means a document which contains a description of the Products and/ Services, or any part thereof; and

2.1.21 "Sub-contractor" means any third party who is retained by the SERVICE PROVIDER to furnish Products, and/or Services hereunder;

3. Recordal

3.1 It is recorded that the SERVICE PROVIDER provides the following services and /or goods:

3.1.1 General **IT Support Services** as set out in **Addendum A**;

3.1.2 Provision of **Internet Connectivity and Internet based Services** as set out in **Addendum B**;

3.1.3 Provision of **Monitoring and Maintenance Services** as set out in **Addendum C**.

3.2 the USER is desirous of entering into an agreement for all or some of the above-mentioned services and goods offered by the SERVICE PROVIDER.

4. Payment

4.1 In terms of **Addendum A**;

4.1.1 the SERVICE PROVIDER will render an invoice for goods and services rendered to the USER and all invoices are payable on date of invoice, except those for Users for whom the SERVICE PROVIDER has granted a payment arrangement by prior approval which will make payment at the end of each month or within 30 (thirty) days from date of invoice.

4.1.2 Any payment arrangement granted to the USER by the SERVICE PROVIDER is at the sole discretion of the SERVICE PROVIDER and may be withdrawn at any time.

4.1.3 Prices quoted by the SERVICE PROVIDER are determined from time to time and are subject to increases, at the discretion of the SERVICE PROVIDER. the SERVICE PROVIDER shall be entitled to increase the cost of goods delivered or services rendered to the USER with prior written notice.

4.1.4 The purchase price for any goods ordered shall be the SERVICE PROVIDER'S standard price for such goods prevailing as at the delivery date irrespective of when the order for such goods were placed by the USER.

4.1.5 In the event of any order being given to the SERVICE PROVIDER either by e-mail or telephonically, such order shall be deemed to have emanated from the USER, notwithstanding the fact that such order may have been given or signed by a person not authorised by the USER and such order will be deemed to constitute valid delivery. It is further the sole responsibility of the USER to determine that goods ordered are suitable for the purposes of the intended use.

4.1.6 The risk in and to the goods shall pass from the SERVICE PROVIDER to the USER at the time of delivery notwithstanding that ownership will not pass to the USER until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of the SERVICE PROVIDER'S delivery note.

4.1.7 In the event of it having been agreed that the goods or services sold by the SERVICE PROVIDER to the USER shall be delivered in more than one consignment, each consignment shall be deemed to be a separate sale divisible from the others and the USER shall be liable to pay the purchase price in respect of each such consignment on due date. The validity of the sale of each consignment shall in no way be affected in the event of the sale of any other consignment falling through for any reason whatsoever.

4.2 In terms of **Addendum B** the following is payable

by the USER;

4.2.1 the USER agrees to pay the Service setup and subscription fees, which may include (without being limited to) fees for other services the USER may subscribe to from time to time ("additional services").

4.2.2 the USER shall be billed monthly in advance for the Service and/or additional services for the period commencing on the first day of the month to the last day of the same month.

4.2.3 Should there be a setup fee for the Service and/or additional services, as the case may be, the USER shall be billed this setup charge for the Service and/or additional services, as the case may be.

4.2.4 the USER agrees to pay to the Appointed Agent such charges as levied by the SERVICE PROVIDER from time to time as follows:

4.2.4.1 All amounts payable in terms of this agreement shall be paid by way of a direct debit order (drawn against a current banking account nominated by the USER in favour of the Appointed Agent) or in such other manner as the SERVICE PROVIDER or it's Appointed Agent may from time to time determine and shall be free of exchange and paid in full without deduction, discount, refund, set-off or any other credit in respect of any suspension or interruption of or delay in the Service, or where in any month the client has utilised less than any minimum bandwidth specified.

4.2.4.2 the USER hereby expressly authorises the Appointed Agent to debit its current banking account for all amounts due to the SERVICE PROVIDER in terms of this agreement, which amount is non-refundable.

4.2.4.3 payment of charges may not be withheld by the USER for any reason whatsoever.

4.2.5 The setup charges for the Service and/or any additional services, as the case may be, is a charge for initiating the Service and/or additional services at the USERS' request by their completing the online signup process, as the case may be, and the USER shall be liable for the setup charge irrespective of the use made of the Service and/or additional services, as the case may be.

4.2.6 The monthly charges for the Service and/or any additional services, as the case may be, is a charge for permitting the USER continued access to the Service and/or additional services, as the case may be, and the USER shall be liable for each and every monthly charge irrespective of the use made of the Service and/or additional services, as the case may be.

4.2.7 Invoices shall only be issued by the SERVICE PROVIDER to the USER on request.

4.2.8 In the instances where this agreement, in respect of any products applied for, specifies a minimum subscription period ("minimum period") longer than one month's duration and the USER cancels or purports to cancel this agreement in respect of such service, prior to expiration of such minimum period, the remainder of all monthly payments payable during the subscription period shall immediately become due and payable to the SERVICE PROVIDER and/or its Appointed Agent.

4.2.9 the SERVICE PROVIDER reserves the right, in its sole discretion, to increase or decrease the Service subscription fees, and undertakes to give the USER at least 30 (thirty) days' notice of any such increase or decrease. Should the amended fee be unacceptable to the USER, the USER may terminate this agreement in accordance clause 8 below, failing which the amended fee shall take effect on the date indicated in the written notice.

4.2.10 The provision and costs of software and/or web site development, including HTML coding, design, development and maintenance, and the support thereof by the SERVICE PROVIDER, its suppliers or service providers, are specifically not included as part of the Service as set out in this agreement unless otherwise specified.

4.2.11 the USER certifies that he/she is above the age of 18 years, has full contractual capacity and is duly authorised to contract on their behalf.

4.3 In terms of **Addendum C** the following is payable by the USER;

4.3.1 The monthly service fee is charged in advance and shall be debited to the USER's account.

4.3.2 The monthly service fee shall be reviewed and increased during the month of March of each year and the increase shall be linked to the Consumer Price Index.

4.3.3 The cost of Labour required to affect repairs and implement solutions to resolve issues detected during delivery of the monitoring services is excluded from the monthly service fee and the USER shall be liable for the cost thereof.

4.3.4 the SERVICE PROVIDER shall provide the USER with a quotation the Labour that is required to affect repairs and implement solutions only if the Labour requirement is

deemed by the SERVICE PROVIDER to be substantial and not of a critical nature.

4.3.5 the SERVICE PROVIDER shall provide the USER with a quotation for any parts that is required to affect repairs.

4.4 All payments due by the USER to the SERVICE PROVIDER, will include any taxes or levies due as a result of a requirement by any governmental organisation (which will include but not be limited to any value added tax, importation tax, withholding tax and general sales tax) and all these taxes or levies, will be paid by the USER.

4.5 Should any payment not be made on due date, the the SERVICE PROVIDER and/or its Appointed Agent shall be entitled, without prejudice to any other rights they may have, to:

4.5.1 charge interest on such arrear payment as from due date to date of actual payment thereof at a rate equal to 2% (two percent) per month in terms of Table A of Regulation 42 of the National Credit Act, Act 34 of 2005;

4.5.2 suspend performance of the SERVICE PROVIDER's, its suppliers' or service providers' obligations under this agreement pending full payment by the USER;

4.5.3 take all such further steps as may be necessary to recover the outstanding amount from the User, in which event the USER agrees to pay all costs associated with such recovery on an attorney and own client basis. Additionally, the SERVICE PROVIDER reserves the right to levy a charge for handling fees at an amount determined by the SERVICE PROVIDER for monies due in the event of a User's payment being returned or rejected by the USER's bankers without notice, or to suspend the User's access to and use of the Service until such time as the outstanding amount has been paid in full;

4.5.4 terminate this agreement with immediate effect

4.5.5 Record the existence of the USER's account with a Credit Bureau.

4.5.6 Record and transmit details of how the USER has performed to a Credit Bureau, and how the account is conducted by the USER in meeting their obligations on the account.

4.5.7 the USER confirms that all statements made in the completion of their account signup process are true and correct. the SERVICE PROVIDER reserves the right to request written proof thereof.

4.6 In the event of the USER defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the USER.

4.7 the SERVICE PROVIDER does not appoint the Post Office as its agents for payments by post. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account the USER shall still be liable to the SERVICE PROVIDER for payment. Should the SERVICE PROVIDER at any time advise the USER of any change to the SERVICE PROVIDER'S banking account details the USER shall confirm such change with a Manager of the SERVICE PROVIDER before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging the SERVICE PROVIDER to afford the USER any such indulgence to effect payment after due date.

4.8 A certificate signed by a manager or any director of the SERVICE PROVIDER - whose position and signature shall not be necessary to prove - reflecting the amount owing by the USER to the SERVICE PROVIDER, relating to the USER's dealings with the SERVICE PROVIDER, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with the USER to prove that such amount is not owing and/or due and unpaid.

4.9 Until such time as the USER has paid the purchase price in full in respect of any purchase of goods or rendering of services, the ownership in and to all such goods and services shall remain vested in the SERVICE PROVIDER. the SERVICE PROVIDER shall, in its sole discretion, without notice to the USER, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event the USER shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by the SERVICE PROVIDER. the USER hereby waives any right it may have for a spoliation order against the SERVICE PROVIDER in the event that the SERVICE PROVIDER takes possession of any goods.

5. Change of address

the USER undertakes to notify the SERVICE PROVIDER in writing within 7 (seven) days of any change of address.

6. Change of ownership

the USER undertakes to notify the SERVICE PROVIDER, in writing, within 21 (twenty-one days) of any change in Ownership of the USER's business, or should the USER be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by the USER. In addition to the foregoing, the USER acknowledges that immediately upon any change of Ownership in the USER any outstanding amount whether due or not shall be deemed to be forthwith payable by the USER to the SERVICE PROVIDER.

7. Service warranty

7.1 the SERVICE PROVIDER makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the service will meet the USER's requirements.

7.2 Without limiting the foregoing, the SERVICE PROVIDER does not warrant that the service will be without failure, delay, interruption or error in data or information.

7.3 Neither the SERVICE PROVIDER nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to the USER in connection with this Agreement or the Service will be liable for unauthorized access to the SERVICE PROVIDER'S or the USER's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, the USER's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of the SERVICE PROVIDER'S or its service provider's or vendors' negligence.

7.4 Statements and descriptions concerning the service, if any, by the SERVICE PROVIDER or the SERVICE PROVIDER's agents or installers are informational and are not given as a warranty of any kind.

7.5 If it is determined that the computer systems in the data centre which the SERVICE PROVIDER operates on behalf of the USER have been modified by the USER or its

contractors or agents without the SERVICE PROVIDER's authorisation or have had their functioning impaired by computer software supplied by the USER or its contractors or agents except as provided in the Agreement, the SERVICE PROVIDER's warranty for the Services relative to Customer applications shall exclude the functioning of those systems to the extent they have been impaired by such modifications.

7.6 Apart from the express limitations or exclusions of warranties stated herein, the USER claims all warranties, including all implied warranties of merchantability and fitness for a particular purpose, and the stated express warranties are in lieu of all obligations or liabilities on the part of the SERVICE PROVIDER arising out of or in connection with the Services provided under this Agreement.

8. Mutual co-operation

The Parties and their respective employees, agents and Sub-contractors agree to co-operate with the other parties' employees, agents and Subcontractors who are involved in performing any part of the work or provision of the Services specified in this Agreement.

9. Software licensing and transfer

9.1 the USER grants to the SERVICE PROVIDER the limited right to use, access and execute the USER Software on Equipment used in delivery of Services solely for the performance of its obligations under the Agreement and the provision of the Services during the term of this Agreement.

9.2 the USER shall ensure that the SERVICE PROVIDER has the right to fully use, access and execute any and all third-party Software ("TPS") necessary to perform its obligations and deliver the Services described under this Agreement. the USER shall, at its sole expense, select one of the following means to provide the SERVICE PROVIDER the rights described above at such cost to the SERVICE PROVIDER as shall be specified by the SERVICE PROVIDER.

9.2.1 assign or otherwise transfer its right to fully use, access and execute the TPS to the SERVICE PROVIDER for the duration of this Agreement subject to the TPS licensing terms and conditions; or

9.2.2 sublicense the TPS to the SERVICE PROVIDER subject to the SERVICE PROVIDER's written agreement of such sublicense terms and conditions; or

9.2.3 provide written notice to the TPS designating the SERVICE PROVIDER as the USER's agent to use, access and execute the TPS on the USER's behalf; or

9.2.4 instruct the SERVICE PROVIDER to procure a licence directly from the TPS provider to use, access and execute on behalf of the USER.

10. Confidentiality

10.1 Each Party may be given access to Confidential Information of the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

10.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

10.1.2 was in the other Party's lawful possession before the disclosure;

10.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

10.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence; or

10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.3 Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access, is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11. Limitation of liability

11.1 The Parties agree that, in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall be liable to the other Party for all losses which constitute direct and/or general damages.

11.2 the SERVICE PROVIDER will not be in any way responsible for losses; consequential losses; damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of the SERVICE PROVIDER.

11.3 No claims in respect of defective or damaged goods shall be recognized by the SERVICE PROVIDER unless lodged within 21 (twenty-one) days of delivery of such goods or services, provided that if the inspection at the time of deliveries referred to above under "Delivery" reveals that any goods were damaged, the customer shall advise the SERVICE PROVIDER's within twenty-four hours of delivery. the SERVICE PROVIDER's liability in all cases will be limited to replacement of defective goods on proof that such goods are materially defective, and similarly in respect of services rendered. Under no circumstances shall any liability of the SERVICE PROVIDER to the USER exceed the goods supplied or the cost of services rendered.

11.4 Except as otherwise expressly provided herein to the contrary, the SERVICE PROVIDER, its suppliers or service providers shall not be liable to the USER or any third party for any loss or damage of whatsoever nature and/or howsoever arising from the use of the Service and/or this agreement (including consequential or incidental loss or damage such as, without limitation, loss to property or of profit, business, goodwill, revenue or anticipated savings), or through the USER's failure to comply with any provision of this agreement or with any other requirements which the SERVICE PROVIDER, its suppliers or service providers may impose from time to time, or through any unavailability or interruption in the Service as described in 3 above.

11.5 the SERVICE PROVIDER, its suppliers or service providers shall not be liable for any damage or loss arising

from the loss of or damage to any of the USER's hardware, software, applications or for unauthorised actions taken on the Service, servers or networks provided by the SERVICE PROVIDER, its suppliers or service providers by the SERVICE PROVIDER, its suppliers or service providers and/or any third parties.

11.6 the USER hereby indemnifies the SERVICE PROVIDER, its suppliers or service providers and holds the SERVICE PROVIDER, its suppliers or service providers harmless from any claim by any party arising directly or indirectly out of access to or use of the Service or information obtained through the use of it, or in respect of any matter for which liability the SERVICE PROVIDER, its suppliers or service providers is excluded in terms of clause 11.4 above.

12. Data privacy and protection

12.1 Each Party's data shall be and remain the property of that Party and its affiliates. Neither Party shall divulge the data of the other Party to third parties (unless provided otherwise in this Agreement) and a Party shall use the data of the other Party only for purposes of this Agreement.

12.2 Neither Party shall possess or assert any lien or other right against or to the other Party's data, or sell, assign, lease or otherwise dispose of the other Party's data, or any part thereof, to third Parties. Each Party shall take such steps as are reasonably required to prevent its, employees, sub-contractors and their employees, and agents from doing the same.

13. Intellectual property rights

13.1 The Intellectual Property Rights owned by the respective Parties before entering into this Agreement shall vest with them.

13.2 the USER hereby:

13.2.1 cedes, assigns and transfers to the SERVICE PROVIDER the Intellectual Property Rights in and to any new products or services arising out of this Agreement by the SERVICE PROVIDER in the performance of its obligations thereunder; and

13.2.2 undertakes to sign all documents and do all things as may be necessary to give effect to the provisions of this clause 13.2.

14. Sub-Contractors

the SERVICE PROVIDER may at the request of the USER make available to the USER a person or subcontractor to assist in the processes of the USER using goods procured by the USER from the SERVICE PROVIDER or from other sources. the USER shall be responsible for the acts and omissions of such person or sub-contractor who shall be subject to the management and control of the USER and not the SERVICE PROVIDER and accordingly the USER shall indemnify and hold the SERVICE PROVIDER harmless against all claims, losses or damages which may arise out of or in connection with the services performed by such person or subcontractor. the SERVICE PROVIDER'S only liability in respect of such person or subcontractor shall be for the payment of the fee or charge payable in respect of such person or subcontractor where the SERVICE PROVIDER has agreed to pay such fees.

15. Packaging

Whilst the SERVICE PROVIDER will have regard under this heading, to any preference by the USER, the method of packing shall be determined by the SERVICE PROVIDER.

16. Storage

Owing to the SERVICE PROVIDER having limited warehouse space, goods ordered by the USER cannot be held by the SERVICE PROVIDER for periods which in the opinion of the SERVICE PROVIDER are deemed to be unreasonable, the SERVICE PROVIDER shall not be obliged to continue to store the goods beyond a period it deems reasonable and may accordingly on notice to the USER specify the new date for delivery and deliver such goods to the USER on that date. The risk in and to any goods stored by the SERVICE PROVIDER for the USER shall pass to the USER on the date originally designated for delivery. the SERVICE PROVIDER reserves the right to issue an invoice in respect of such consignment on such date originally designated for delivery.

17. Announcements

the USER agrees that the SERVICE PROVIDER, its suppliers and service providers may from time to time send the USER various communications by email, SMS or other methods, regarding (without being limited to) special offers or discounts which the SERVICE PROVIDER, its suppliers and service providers may negotiate for its users, operational changes that

may affect the Service and/or additional services and/or new services launched by the SERVICE PROVIDER, its suppliers and service providers from time to time.

18. Breach

Should the USER be in breach of any provision of this agreement, then the SERVICE PROVIDER, its suppliers or service providers shall be entitled, without prejudice to any other rights they may have and without notice to the USER, to forthwith:

18.1 claim immediate payment of all outstanding amounts payable in terms of this agreement;

18.2 suspend the USER's use of and access to the Service;

18.3 terminate this agreement, retain all amounts already paid by the USER and recover all costs incurred, if any, by the SERVICE PROVIDER, its suppliers or service providers, including (without being limited to) legal costs on an attorney and own client basis.

19. Termination

19.1 Notwithstanding any other provisions herein contained, and without prejudice to any other rights such Party serving notice may have, either Party may forthwith terminate this Agreement by written notice to the other if any of the following events shall occur:

19.2 if the other Party commits any breach of the terms or conditions of this Agreement including the terms, conditions and provisions of any schedule attached or adopted hereto and fails to remedy such breach (or in so far as such breach is not capable of remedy to furnish adequate compensation therefore) within 7(Seven) days after receiving written notice requiring it so to do;

19.3 If the other Party becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a *bona fide* reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution shall be threatened or levied upon any Equipment and/or Software or other property of the Party entitled to serve notice hereunder or if the other Party is

unable to pay its debts in accordance with the law relating to this Agreement.

19.4 The parties may terminate this Agreement for convenience upon 1 (one) month's prior written notice to the other party.

19.5 Upon notice of termination or expiration of this Agreement for any reason:

19.5.1 the SERVICE PROVIDER will continue to provide the Services and render its obligations under the Agreement until the termination date;

19.5.2 the SERVICE PROVIDER will provide all necessary assistance in getting the USER's applications and data ready for transfer to the USER or its assignee;

19.5.3 the USER will be given the right to purchase data centre Equipment at the fair market value of such Equipment on the date of termination; and

19.5.4 the USER will be given the licences of current Service Provider Software running on the data centre Equipment at the then current Service Provider list price.

20. Security

the SERVICE PROVIDER will provide strict security procedures based on industry standards to protect User data and/or programs in the control of the SERVICE PROVIDER, from unauthorised access. the SERVICE PROVIDER will also provide strict safeguards against unauthorised access to the portions of the network within the SERVICE PROVIDER's control and will be responsible for reporting and assisting in the immediate resolution of any problems arising from such unauthorised access.

21. Force majeure

Neither Party shall have no liability to the other Party for any losses which are a result of such Party's failure to perform under this Agreement to the extent that such Party is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental

order, rule, regulation or direction, accident, fire, flood, or storm.

22. Dispute resolution

22.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference shall on written demand by either Party be submitted to arbitration in Pretoria in accordance with the AFSA rules, which arbitration shall be administered by AFSA.

22.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Pretoria Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the Parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.

22.3 Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

22.4 Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

22.5 Any arbitration in terms of this clause 17 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

22.6 This clause 18 will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.

22.7 The Parties agree that the written demand by a Party to the dispute in terms of clause 17.1 that the dispute or difference be submitted to arbitration, is to be deemed as a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

23. Waiver

23.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

23.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

24. Severance

24.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

24.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

25. Entire agreement

25.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

25.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

26. Assignment

26.1 the USER shall not, without the prior written consent of the SERVICE PROVIDER, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

26.2 the SERVICE PROVIDER may with prior written consent of the USER, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

27. Domicilia and Notices

27.1 The Parties choose *domicilia citandi et executandi* ("domicilium address") for all purposes arising from or pursuant to this Agreement, as follows –

27.1.1 As regards the SERVICE PROVIDER at:

Address:

77 Clearwater Road

Lynnwood Glen

Pretoria

0181

E-mail:

info@icdsa.co.za

27.1.2 As regards to the USER at:

Address:

[Redacted Address]

E-mail:

[Redacted Email]

27.2 Any Party shall be entitled from time to time, by written notice to the other, to vary its *domicilium* address to any other address within the Republic of South Africa which is not a post office box or *poste restante*. Each party undertakes to notify the other party within 7 (seven) days of any change of address and/or contact details.

27.3 All notices given in terms of this Agreement shall be in writing and any notice given by any Party to another ("The Addressee") which –

27.3.1 is delivered by hand or transmitted by facsimile shall be deemed to have been received by the Addressee on the first Business Day after the date of delivery or transmission, as the case may be; and

27.3.2 if posted by pre-paid registered post from an address within the Republic of South Africa to the Addressee at its *domicilium* address for the time being shall be deemed to have been received by the Addressee on the fourteenth (14) Business Day after the date of such posting; and

27.3.3 If sent by electronic mail shall be deemed to have been received by the Addressee within 24 (twenty-four) hours from the time that the electronic mail was sent.

27.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

28. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by the USER to the SERVICE PROVIDER, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by the SERVICE PROVIDER against the USER arising out of any transaction between the parties, it being recorded that the SERVICE PROVIDER shall be entitled, but not obliged, to bring any action or proceeding in the said court.

29. Execution in counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

30. Implementation and Good Faith

30.1 The Parties undertake to do all such things, perform all such acts and take steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

30.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

31. Standard Terms and Conditions of Trade

This Service Agreement along with all its Addendums is collectively referred to as the SERVICE PROVIDERS's Standard Terms and Conditions.

ADDENDUM A

GENERAL IT SERVICES

1. Procurement and delivery of the hardware

1.1 the SERVICE PROVIDER shall procure and deliver the Hardware on behalf of the USER within the timeframes agreed to between the Parties and in accordance with the Service Levels.

1.2 The Hardware shall be delivered at the sites specified in writing by the USER, and shall be subjected to Acceptance Testing in accordance with the provisions of this Agreement. Risk in and to the Hardware shall pass to the USER upon delivery.

1.3 Upon acceptance by the USER, all title to and ownership of the Hardware shall pass to the User.

1.4 the USER agrees that the signature of any agent, contractor, sub-contractor or employee of the User on the SERVICE PROVIDER'S official delivery note/invoice, or the delivery note of any authorized independent carrier will constitute valid delivery of the goods or Services purchased.

1.5 the SERVICE PROVIDER undertakes to make every effort to deliver on the USER's requested delivery date, but shall not be bound by that date, and the USER shall not be entitled to refuse acceptance of such late deliveries.

1.6 Delivery of any goods or services ordered by the USER shall be affected by the SERVICE PROVIDER or its agent in any reasonable manner the SERVICE PROVIDER deems fit, unless otherwise agreed. the SERVICE PROVIDER shall deliver goods or render services to the USER at the delivery address provided by the USER notwithstanding the fact that the delivery address provided to the SERVICE PROVIDER by the USER may not be the address of the premises of the USER or proves to be incorrect. Accordingly, unless delivery is ex works or otherwise agreed, the SERVICE PROVIDER shall bear the risk of loss of or damage to goods whilst in transit. On delivery (other than ex-works), the risk shall pass to the USER when the vehicle carrying the goods enters the premises at the delivery address. On taking delivery ex-works, or on arrival of a consignment at the delivery address, the USER shall be responsible for checking the consignment of goods (including the packaging) for damage or defects. If the USER fails to perform such inspection, or fails to timeously exercise its rights as provided for below in Clause

4.2, the goods shall be deemed to have been delivered free of damage or defects.

2. Installation services

the SERVICE PROVIDER shall install the Hardware at the sites designated in writing by the USER within the timeframes agreed to between the Parties.

3. Grant of software licence

The Software embedded in the Hardware shall be licenced in accordance with the terms and conditions of the manufacturer.

4. Acceptance of the hardware

4.1 the SERVICE PROVIDER shall prepare and propose the acceptance procedure and the acceptance criteria for the USER's review and approval, prior to the USER undertaking Acceptance Testing.

4.2 the USER shall within a period of 7 (seven) days, subject the Hardware to Acceptance Testing in accordance with the acceptance procedure and acceptance criteria agreed to between the Parties.

4.3 To the extent requested by the USER, the SERVICE PROVIDER shall assist the Customer with the Acceptance Testing.

5. Maintenance and support services

5.1 the SERVICE PROVIDER shall provide Maintenance and Support Services in respect of the Hardware in accordance with Service Levels agreed to between the Parties.

5.2 The Maintenance and Support Services shall be performed during the hours as agreed to between the Parties.

5.3 In providing the Maintenance and Support Services, the SERVICE PROVIDER shall -

5.3.1 take all steps to ensure the proper functionality of the Hardware; and

5.3.2 provide preventative and remedial maintenance

services to minimise the recurrence of a default or problem in respect of the Hardware.

5.4 the USER shall promptly report any errors, faults or defects in the Hardware to the SERVICE PROVIDER by escalating such errors, faults or defects via the SERVICE PROVIDER'S service desk support.

ADDENDUM B

PROVISION OF INTERNET CONNECTIVITY AND INTERNET-BASED SERVICES

1. Recordal

1.1. the SERVICE PROVIDER hereby sells the Service to the USER on a subscription basis on the terms and conditions set out in this agreement.

1.2. When the USER subscribes for the Service, the SERVICE PROVIDER will issue a user name and password, SIM card or Public IP address to the USER. By using username and password, SIM card or Public IP address to access the Service and/or by using the Service, the USER will be signifying his/her acceptance of these terms and conditions of use, which will form a binding agreement between the USER and the SERVICE PROVIDER, which terms and conditions the USER is deemed to have familiarised himself/herself with and to have irrevocably accepted.

1.3. the USER warrants that as at the effective date, all the details furnished by the USER to the SERVICE PROVIDER are true and correct and that they will notify the SERVICE PROVIDER forthwith in the event of any change to such details.

2. Service Availability

2.1. All reasonable endeavours will be made by the SERVICE PROVIDER, its suppliers and service providers to make and keep the Service available to subscribers at all times.

2.2. Notwithstanding the foregoing, the USER agrees that the SERVICE PROVIDER, its suppliers and service providers shall not be liable in respect of any loss or damage caused by or arising from the non-availability of, any interruption in or the use of the Service for any reason whatever and howsoever arising.

2.3. This exclusion of liability of the SERVICE PROVIDER, its suppliers and service providers for loss or damage will include, but is not limited to:

2.3.1. loss caused by negligent acts of the SERVICE PROVIDER, its suppliers and service providers or their employees;

2.3.2. any direct, indirect, consequential, incidental or specific loss or damage resulting from interruption of the Service, the USER's business, loss of information, loss of any form of data or any other cause of any nature, whether foreseen or not.

2.4. the SERVICE PROVIDER, its suppliers and service providers may suspend its obligations in terms of this agreement temporarily in order to service, repair, maintain, upgrade, modify, alter, replace or improve any of the SERVICE PROVIDER's, its suppliers' or service providers' services.

2.5. All reasonable endeavours will be made by the SERVICE PROVIDER, its suppliers and service providers to notify the USER of any maintenance and/or repairs which may result in the non-availability of the Service, but no warranty or other contractual undertaking is given that such notice will be given. the USER shall not be entitled to any setoff, discount, refund or other credit in respect of any such suspension or interruption of the Service. Additionally, the USER shall not be entitled to any setoff, discount, refund or other credit in respect of any suspension, which is beyond the control of the SERVICE PROVIDER or its suppliers and service providers.

3. Conditions of use for Internet Access Service

3.1. To ensure the security and reliable operation of its services, the SERVICE PROVIDER, its suppliers and service providers reserve the right to take any action the SERVICE PROVIDER, its suppliers or service providers may find necessary to preserve the ongoing security and reliability of the Service.

3.2. With effect from the effective date the SERVICE PROVIDER, its suppliers and service providers, grant to the USER the use of its Service to inter-alia gain access to and facilitate use of the Internet via a dial-up or other connection on the terms and conditions set out in this agreement. By making use of the Service in any manner whatsoever the USER acknowledges and agrees to the following:

3.2.1. The username and password, SIM card or Public IP address provided by the SERVICE PROVIDER, its suppliers or service providers will be used for the USER's personal use only. the USER undertakes to maintain the confidentiality of such credentials, SIM card or Public IP address and the USER is not to give or make available in any way his/her username

and/or password to any other person for such person's use, which shall be deemed to be unauthorised use;

3.2.2. the USER shall not, at any time, permit and/or initiate a simultaneous network log-in and will not attempt to bypass the SERVICE PROVIDER's, its suppliers' or service providers' user authentication processes or engage in attempts to access the SERVICE PROVIDER's, its suppliers' or service providers' networks where not expressly authorised to do so, which actions shall be deemed to be unauthorised use of the Service;

3.2.3. should any unauthorised use take place, the USER shall, in conjunction with any other rights the SERVICE PROVIDER, its suppliers or service providers may have in terms of this agreement, pay immediately, on demand made by the SERVICE PROVIDER, its suppliers or service providers, any and all costs, including but not limited to additional service fees, incurred in such unauthorised use;

3.2.4. in the event that the USER's password is compromised, the USER shall immediately notify the SERVICE PROVIDER, its suppliers or service providers and change his/her password;

3.2.5. the USER acknowledges that they are prohibited from utilising the Service to compromise the security or tamper with system resources or account(s) on computer(s) at the SERVICE PROVIDER, its suppliers or service providers, or at any other site;

3.2.6. the USER agrees to conform to generally acceptable Internet etiquette and to abide by the SERVICE PROVIDER's, its suppliers' and service providers' operating policies and Acceptable Use Policy (AUP), which may be amended from time to time at the sole discretion of the SERVICE PROVIDER, its suppliers or service providers, and is available to the USER on demand, and the USER hereby indemnifies and holds harmless the SERVICE PROVIDER, its suppliers or service providers from liability in respect of any loss or damage of whatever nature caused as a result of any violations of such policy;

3.2.7. the USER undertakes to abide by all laws applicable to the intellectual property rights (including but not limited to: title, copyright, trademarks, and patents) of any and all data and/or information retrieved from the Service including those expressly specified or impliedly specified by the SERVICE PROVIDER, its suppliers or service providers or by any of the

local or foreign service providers or any laws governing the provision of the Service;

3.2.8. It is specifically recorded that the USER is expressly not authorised to tamper with the Service, servers or networks provided by the SERVICE PROVIDER, its suppliers or service providers in any manner whatsoever, nor to utilise the Service in any manner which may compromise the security of the Service, servers or networks provided by the SERVICE PROVIDER, its suppliers or service providers. To ensure the security and reliable operation of the Service, servers or networks provided by the SERVICE PROVIDER, its suppliers or service providers, the SERVICE PROVIDER, its suppliers or service providers hereby reserve the right to take whatever action the SERVICE PROVIDER, its suppliers or service providers may find necessary to preserve the security and reliability of the Service, servers or networks provided by the SERVICE PROVIDER, its suppliers or service providers;

3.2.9. Acknowledges that initial Set-up fees are non-refundable and that they constitute a once-off payment subject to certain renewal charges.

4. Conditions of use for Domain Registration, Domain Hosting and Website Hosting Service

4.1. the SERVICE PROVIDER register Domains on the Internet through the relevant governing bodies and host Websites and related material on the Appointed Agent's, their suppliers and service providers server(s) on behalf of the USER. These terms and conditions apply to the use and registration of Domain names and the Web Hosting services offered by the SERVICE PROVIDER.

4.2. The Domain Name / Hosting User hereby:

4.2.1. Acknowledges that the SERVICE PROVIDER has not and do not conduct pre-registrability searches in respect of the USER's use and registration of its selected Domain Name/s and is therefore not obliged to either advise the Domain Name User about possible conflicting third-party rights or to take steps to ensure against possible disputes concerning a third party's intellectual property or other rights;

4.2.2. Confirms that the use or registration of the Domain Name by the USER does not interfere with nor infringe the rights of any third party in any jurisdiction with respect to trademark, service mark, tradename, company name, close corporation name, copyright nor any other intellectual property

right, and that the USER has the right to use the Domain Name as requested;

4.2.3. Acknowledges and agrees that the SERVICE PROVIDER cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time the USER acknowledges that the SERVICE PROVIDER may be presented with evidence that a Domain Name registered by the USER violates the rights of a third party. In such instance the SERVICE PROVIDER shall be allowed to provide a complainant with the USER's name and address and all further communication will exclude the SERVICE PROVIDER and the SERVICE PROVIDER will have no further obligations to the USER. In such instance the USER shall be entitled to continue using the Domain Name registered for the USER by the SERVICE PROVIDER until a court directs otherwise;

4.2.4. Acknowledges that the SERVICE PROVIDER will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, delict, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the USER's selected domain names/s;

4.2.5. Accordingly indemnifies the SERVICE PROVIDER against any loss whatsoever arising from any disputes or claim occasioned by the USER's use and registration of its selected Domain Name, even if the SERVICE PROVIDER has been advised of the possibility of such damages;

4.2.6. Acknowledges that initial Set-up fees include domain Name Registration fees and are non-refundable and that they constitute a once-off payment subject to certain renewal charges.

4.3 the SERVICE PROVIDER will exercise no control whatsoever over the content of the material hosted on, or the information passing through the SERVICE PROVIDER network.

4.4 the SERVICE PROVIDER makes no warranties or representations of any kind, whether express or implied as to the service they are providing. the SERVICE PROVIDER also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the USER, including loss of data resulting from delays, non-deliveries or service

interruptions or from any cause whatsoever, or errors or omissions on the part of the USER. Use of any information obtained through the SERVICE PROVIDER is at the USER's own risk, and the SERVICE PROVIDER specifically deny any responsibility for the accuracy or quality of information obtained through its services. Any reference to connection speed represents the estimated speed of a connection, and does not represent guarantees of available end to end bandwidth.

4.5 The SERVICE PROVIDER expressly limits its damages to the USER for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. The SERVICE PROVIDER specifically deny any responsibilities for any damages arising as a consequence of such unavailability.

4.6 the USER expressly agrees that use of the SERVICE PROVIDER's Server(s) and Services are at the USER's sole risk. Neither the SERVICE PROVIDER, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that the SERVICE PROVIDER's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the SERVICE PROVIDER Server service, unless otherwise expressly stated in this Agreement;

4.7 the SERVICE PROVIDER does not host any materials which are deemed to be offensive or illegal. This includes Pirated software, adult / Sex-related sites, Pornography and sex-related merchandising, Violations of Copyrights, 419 Scams, Hacker programs or archives, Warez sites, IRC servers, IRC bots, Hate propaganda or any content in contravention of the laws of the Republic of South Africa.

4.8 the SERVICE PROVIDER reserves the right to host any materials and may, at its option and at any time, reject this material, including but not limited to any time after it has been put on the SERVICE PROVIDER's server(s). the SERVICE PROVIDER agrees to notify the USER immediately of its refusal of the material and afford the USER the opportunity to amend or modify the material to satisfy the needs and/or requirements of the SERVICE PROVIDER. If the USER fails to modify the material, as directed by the SERVICE PROVIDER, within a reasonable period of time, which shall be

determined between the parties themselves, the Agreement shall be deemed to be terminated.

4.9 All forms of "Deep linking" or URL obfuscation are prohibited unless written permission is given.

4.10 The SERVICE PROVIDER reserves the right to suggest suitable alternatives to the client and / or charge for excessive traffic as it deems necessary at its sole discretion.

4.11 The SERVICE PROVIDER reserves the right to suggest suitable alternatives to the client for excessive Web Server Processor usage as it deems necessary at its sole discretion.

4.12 The SERVICE PROVIDER reserves the right (but does not assume any obligation) to inspect the contents of data that the Subscriber transmits, receives or stores on the SERVICE PROVIDER Server to ensure compliance with this Agreement or any applicable laws regulations or codes of practice. The SERVICE PROVIDER also reserves the right to disclose the contents of data that the Subscriber transmits, receives or stores on the SERVICE PROVIDER servers to the police or other law enforcement authorities.

4.13 the USER confirms that they will not use any of the SERVICE PROVIDER servers for any form of bulk emailing without the express written permission of the Directors of the Appointed Agent.

4.14 The SERVICE PROVIDER has zero tolerance for the use of their servers for the sending of unsolicited email or Spam. If an applicant Spams in any way shape or form their website will immediately be suspended and punitive action will be taken.

4.15 Individual mail sent to the applicant's Pop3 box or forwarded to the applicant's existing email address may be limited to 20 MB in size each.

4.16 A cancellation request in respect of any Domain registration, Web Hosting or connectivity service must be furnished in writing to the SERVICE PROVIDER, one calendar month (30 days) before the date of ceasing the service. The cancellation request must be on a company letterhead and must specify the account/s and service/s which are being cancelled. All cancellations shall be effective at the latest on the last day of the month following the receipt of the cancellation request.

4.17 In the case of a website or other service being suspended due to non-payment a reconnection fee may be payable before the service is unsuspended.

ADDENDUM C

PROVISION OF MONITORING SERVICES

1. Recordal

1.1 the SERVICE PROVIDER provides services as set out in the MONITORING AGREEMENT.

2. No warranties on service

2.1 the SERVICE PROVIDER makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the service will meet the CLIENT's requirements.

2.2 Without limiting the foregoing, the SERVICE PROVIDER does not warrant that the service will be without failure, delay, interruption or error in data or information, nor does the SERVICE PROVIDER guarantee specific response times.

2.3 Neither the SERVICE PROVIDER nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to the CLIENT in connection with this Agreement or the Service will be liable for unauthorized access to the SERVICE PROVIDERS's or the CLIENTS's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, the CLIENT's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of the SERVICE PROVIDER or its service provider's or vendors' negligence.

2.4 Statements and descriptions concerning the service, if any, by the SERVICE PROVIDER or the SERVICE PROVIDERS's agents or installers are informational and are not given as a warranty of any kind.

3. Customer Responsibilities

3.1 Any problems or failures observed by the CLIENT must be reported to the SERVICE PROVIDER without exception.

3.2 Any changes to installed applications, services, data directories and databases must be reported to the SERVICE PROVIDER as the service cannot automatically detect such

changes and must be specifically configured to monitor specific applications, services and data sets.

3.3 All servers and NAS devices must be and remain connected to a functional UPS system.

ACCEPTANCE

SIGNED at PRETORIA on [REDACTED] (date) by [REDACTED], duly authorised thereto, on behalf the SERVICE PROVIDER.

Name and Surname:	
Designation:	
Date:	
Signature:	

SIGNED at [REDACTED] on [REDACTED] (date) by [REDACTED], duly authorised thereto, on behalf the USER.

Name and Surname:	
Designation:	
Date:	
Signature:	

DEED OF SURETYSHIP

I, ("the Surety") hereby bind myself as surety for and co-principal debtor jointly and severally with the USER) ("the Debtor") to the SERVICE PROVIDER ("the Creditor") for the due and punctual performance by the Debtor of all its obligations to the Creditor whether presently due, owing and payable or becoming due, owing and payable in the future.

SIGNED at [REDACTED] on [REDACTED] (date) by [REDACTED], duly authorised thereto, on behalf the USER.

Name and Surname ("the Surety")	
Designation:	
Date:	
Signature:	