

**SOFTWARE APPLICATION, WEB SUPPORT,
AND MAINTENANCE AGREEMENT**

entered into by

MRJ CONSULTANTS (PTY) LTD

Registration Number: 2021/980036/07

Domiciled Address: 140 Cattle Egret Road, Bondev Office Park,
Eldoraigne, Centurion

Duly represented by: Riaan Jacobs

In his capacity as: Director

Electronic mail: mrj@mrj.co.za

(Service Provider)

and

The Customer

as defined in the Genesis Acceptance Form,

(collectively, the **Parties** and **Party** shall mean either one of them).

1. RECITAL

- 1.1 Whereas the Customer and its Subsidiaries and Affiliates, collectively referred to as _____ wish to obtain IT Maintenance, Support and Subscription services for the Software and/or Application and/or Web from the Service Provider.
- 1.2 The Service Provider agrees to assist the Customer and/or Affiliates and Subsidiaries with such IT Maintenance and Support Services, under the terms and the conditions set forth in this Agreement.
- 1.3 The Service Provider expressly acknowledges that the Services and Hosted Services will change from time to time, due to the Affiliates and Subsidiaries' various separate requirements, products and specifications.
- 1.4 The Services and Hosted Services for each Affiliates and Subsidiaries will be agreed and conveyed to the Service Provider. The Services and Hosted Services' changes and updates will be kept as a separate Annexure to this Agreement for each Affiliates and Subsidiaries.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 **"Affiliate"** means the additional entities related to the Customer as listed in the Genesis Acceptance Form;
- 2.2 **"Agreement"** means this Software Application and Web Support and Maintenance Agreement together with all its annexures;
- 2.3 **"Business Days"** mean Mondays to Fridays excluding the Republic of South Africa's public holidays;
- 2.4 **"Business Hours"** mean 7:30 - 16:30 in a Business Days;
- 2.5 **"Confidential information of the Customer"** means any proprietary information of the Customer, of whatever nature which has been, or may be obtained from the Customer such as Customer lists, price lists which are not in the public domain;
- 2.6 **"Confidential Information of the Technology Platform"** will mean any proprietary information of the Service Provider, of whatever nature which has been, or may be obtained from the Service Provider, whether verbally, in writing, electronic form and/or pursuant to discussions between the Parties, or which can be obtained by examining, testing, visual inspection or analysis, relating to the Software, including but not limited to specification and functionality of the Software, financial data, marketing strategies, Know-How, plans, drawings, specifications, studies, inventions or ideas, analyses and new concepts and all information designated by either party as confidential and which is not in the public domain;
- 2.7 **"Confidential information of the Customer"** means any proprietary information of the

software, of whatever nature which has been, or may be obtained from the Customer such as (but not limited to) Customer lists, price lists which is not in the public domain;

- 2.8 **“Copyright”** will mean all rights of copyright in terms of the Copyright Act 98 of 1978, whether existing now or in the future, in relation to the Software, including but not limited to programs, source code, software, sketches, drawings, specifications, databases, referrals, advertisers, designs relating thereto, artistic works, literary works, broadcasts, published editions and photographic works;
- 2.9 **“Copyrighted Works”** means the published edition, artistic and literary works pertaining to any and all designs created and developed relating to the Software and its related concepts, whether directly or indirectly, including but not limited to written information in any material format, ideas, concepts, related development, applications, Webs, source code, software, marketing and advertising materials, marketing strategies, financial data, price lists, catalogues development and production thereof;
- 2.10 **“Customer Contact”** means an internal Customer resource who is knowledgeable about Customer’s use of the Services and Hosted Service and authorised by Customer to communicate with the Customer’s support team;
- 2.11 **“Customer Data”** means all Personal Information and other data stored by Users in the Services and Hosted Service;
- 2.12 **“Deliverables”** will mean each phase and element which forms part of the Services and Hosting Services;
- 2.13 **“Development Agreement”** means the development agreement between the Parties and regulates the development, implementation and monitoring of the Technology Platform Software, and specialised digital platform;
- 2.14 **“Effective Date”** means the date stipulated in the Genesis Acceptance Form;
- 2.15 **“Emergency Maintenance”** means downtime of the Hosted Service, outside of the Scheduled Downtime, due to the application of urgent patches or fixes or other urgent maintenance, that the Customer needs to apply or perform urgently;
- 2.16 **“Hosted Service”** means the various hosted services or on-demand module services, including any updates to those services from time to time;
- 2.17 **“Intellectual Property”** means without limitation, all patents, trademarks, designs, design rights, copyright (including all copyright in any designs and computer software), source codes, proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, rights in databases, Confidential Information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the aforesaid items in any country or jurisdiction and all applications and rights to apply for protection of any of the same;
- 2.18 **“Personal Information”** has the meaning given in the Protection of Personal Information Act 4 of 2013 (POPI);
- 2.19 **“Pre-existing Intellectual Property”** means any Copyright that arises or any patentable invention that is created by or on behalf of the Service Provider in the course of Agreement;

- 2.20 **"Services"** mean the services and Hosting Services and support works delivered by the Service Provider to the Customer;
- 2.21 **"Scheduled Downtime"** means downtime of the Services and Hosted Service during the hours stipulated in Annexure C;
- 2.22 **"Software"** means the Technology Platform application, software and/or Web of the Service Provider as licensed to the Customer, and all associated documentation and other instructions;
- 2.23 **"Standard Terms and Conditions"** means the terms and conditions of the Service Provider and expressly included as Annexure G;
- 2.24 **"Subscription Term"** means the period of time a particular Service or provided as part of the Hosted Service, will be provided to Customer by the Service Provider;
- 2.25 **"Service Hours"** means the hours during which Services will be performed as stated in this Agreement;
- 2.26 **"Subsidiaries"** means a subsidiary company is a company owned and controlled by an other company;
- 2.27 **"Taxes"** mean any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including GST, VAT, excise, sales, use or withholding taxes;
- 2.28 **"Technology Platform" or "Software"** means the Service Provider's Technology Platform and Software, data, ideas, functionality and services as per materials disclosed by the Service Provider, including but not limited to all specification and functionality of the Technology Platform Web, application, Software source code, financial data, marketing strategies, know-how, plans, drawings, specifications, referral specifications, studies, inventions or ideas analyses and new concepts;
- 2.29 **"Territory"** means the areas in which the Customer, Affiliates and Subsidiaries trade in South Africa; and
- 2.30 **"Unscheduled Downtime"** means downtime that is not scheduled and cannot be avoided and/or is not in the control of the Service Provider;
- 2.31 **"Users"** mean Customer's and its Affiliates and Subsidiaries, employees, agents, contractors, consultants or other individuals who are authorised by Customer to use the Hosted Service and/or whose information is stored on the Hosted Service, excluding terminated employees or other individuals no longer associated with Customer whose information is being stored solely for archival purposes.
- 2.32 In this Agreement, terms that are defined in Annexure A have the same meaning when used in other annexures or attachments.
- 2.33 If there is an inconsistency between any Annexures or attachment to this Agreement then, to the extent necessary to resolve the inconsistency, the order of precedence will be as follows: Agreement, Standard Terms and Conditions, Annexure A, Annexure B and Annexure C and rest.

- 2.34 Reference to: (i) one gender includes the others; (ii) the singular includes the plural and the plural includes the singular; (iii) a person includes a body corporate; (iv) a Party includes the Party's executors, administrators, successors and permitted assigns; and (v) a thing includes the whole and each part of it separately.
- 2.35 A statute, regulation, code or other law or a provision of any of them includes any amendment or replacement of it and a reference to another regulation or other statutory instrument made under it, or made under it as amended or replaced.
- 2.36 "Including" and similar expressions are not words of limitation.
- 2.37 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.38 Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- 2.39 If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- 2.40 If a Party consists of more than 1 (one) person, this Agreement binds each of them separately and any 2 (two) or more of them jointly and severally. An obligation, representation or warranty in favour of more than 1 (one) person is for the benefit of them separately and jointly.
- 2.41 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.42 The termination of the Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.

3. DUTIES OF THE SERVICE PROVIDER

- 3.1 The Services and Service Levels are set out in Annexure A (**Services**) and Annexure C (**Service Levels**), respectively.
- 3.2 Commencing on the Effective Date, the Services will be performed remotely by the Service Provider during Service Hours in accordance with the Service Levels in Annexure C.
- 3.3 The Service Provider will use adequate numbers of appropriately skilled, qualified and experienced personnel, and all equipment, assets and other resources necessary to provide the Services in accordance with the Service Levels. The Service Provider will perform the Services to its best efforts and abilities.
- 3.4 If the changing requirements of the Services or the Parties necessitate a change in the Services, this will be dealt with in terms of a Change Order as stipulated in Annexure B.

- 3.5 The Service Provider will liaise or cooperate with the Customer or Affiliates and Subsidiaries' personnel or other contractors where necessary for performance of the Services. The Customer will procure the cooperation of its personnel and other contractors in their interactions with the Service Provider.
- 3.6 The list of duties is not limited to the duties the Service Provider may provide to the Customer, and the Parties may agree to extend the duties from time to time, in writing, based on the terms and conditions of this Agreement.
- 3.7 The Service Provider will perform the Services in a completely independent manner and under its sole responsibility.
- 3.8 The Service Provider cannot commit, or otherwise bind the Customer unless specifically authorised by the Customer. The Service Provider expressly undertakes that it will never act or consider itself as an employee or agent of the Customer. The Customer will never exert over the Service Provider any part of authority, which an employer is normally vested with.
- 3.9 The Supplier will not be liable for any third party licenses and the Customer will be responsible to make sure that they comply with any requirements in terms of any third party licenses.

4. PROVISION OF SERVICES AND HOSTED SERVICE

- 4.1 The Service Provider will provide the Services and the Hosted Service in the Territory.
- 4.2 The Service Provider will provide the Services and Hosted Service in the Territory, and Customer will access and use the Services and Hosted Service, in accordance with this Agreement.
- 4.3 The Service Provider may make changes to the Services and Hosted Service from time to time, provided that no changes will materially decrease the functionality of the Services and Hosted Service. These changes may include updates, new releases and changes to user interfaces. Once incorporated, these changes will form part of the Services and Hosted Service.
- 4.4 The Service Provider must do all reasonable things necessary (including complying with the Customer's reasonable requests) so that the Service Provider is able to provide the Services and Hosted Service in accordance with this Agreement.
- 4.5 Affiliates and Subsidiaries of the Customer may execute a separate Annexure with the Affiliates and Subsidiaries' special terms and conditions and/or Services, which will be subject to the terms of this Agreement. The Customer must ensure that its Users access and use the Hosted Services and Service in accordance with this Agreement and, without limiting this obligation, the Customer will ensure that its Affiliates and Subsidiaries pays all amounts due to the Service Provider.
- 4.6 Should either Party propose to change any of the Services and/or Hosted Services in a way that impacts upon the cost or manner in which the Service Provider delivers the

Services and Hosted Services, or the manner in which the Customer receives the Services and Hosted Services, that Party must notify the other in writing. The Services and Hosted Services may only be changed once the process in this clause 4 and Annexure B is complete.

- 4.7 If either Party proposes a change referred to in clause 4.6 or a change is necessary in order to enable either Party to comply with any law, the Customer will prepare a Change Order of Annexure B.

5. THE CUSTOMER'S USE OF SERVICES AND HOSTED SERVICE

- 5.1 The Customer is responsible for providing its own internal facilities (including but not limited to internet connectivity) necessary for accessing and using the Services and Hosted Service.
- 5.2 The Customer agrees that it is solely responsible for any access to or use of the Services and Hosted Service by its Users and will ensure that its Users comply with this Agreement.
- 5.3 The Customer will ensure that its Users will use the Services and Hosted Service in accordance with the Documentation and comply with the Agreement, including all password and other security arrangements and policies specified by the Service Provider from time to time in respect of the Services and Hosted Service.
- 5.4 The Customer will ensure that it authorises individuals to be Users only to the extent necessary that Users require access to the Services and Hosted Service in order to assist the Customer to manage the Services and Hosted Service. If any User ceases to be authorised by the Customer to access and use the Services and Hosted Service for any reason (including termination of employment of the relevant User), the Customer will promptly take steps to ensure that the User ceases to access and use the Hosted Service.
- 5.5 The Customer may specify that a particular User is not permitted to have access to the Hosted Service. If this happens, the Service Provider must comply with the Customer's request and ensure that the User does not use or access the Hosted Service.

6. SUPPORT

- 6.1 The Service Provider will provide second level standard support as set out in Annexure C. Second level support provided by the Service Provider is included in the fees for the Services and Hosted Service. Before a request for support can be made to the Service Provider, it must first have been reviewed by the Customer's first level support.
- 6.2 The Customer is responsible for the first level support of its Users. For the avoidance of doubt, first level support is that support which is provided by the Customer's staff trained in and experienced in the use of the Hosted Service. First level support must in

clude, at a minimum, ticket support during Business Hours. If the Customer's first level support cannot resolve an issue, then a Customer Contact may contact the Service Provider's support team for second level support. The Customer must ensure that Users (other than the Customer Contact) do not contact the Service Provider for support, as this will impact the delivery of the Services and Hosted Services and may increase the fee of the Service Provider.

7. WARRANTIES

- 7.1 Each Party represents and warrants that it has the legal power to enter into and perform this Agreement.
- 7.2 The Service Provider represents and warrants that (i) it will provide, in the Territory, the Services and Hosted Service and the support, training and configuration services in a prompt and professional manner consistent with good industry standards and practices; (ii) the Services and Hosted Service will conform in all material respects to the documentation, Agreement and Annexures from time to time; (iii) the functionality of the Services and Hosted Service will not be materially decreased during a Subscription Term; (iv) the Hosted Service will not contain or transmit to Customer any malicious; (v) Customer's use of the Services and Hosted Service in accordance with this Agreement and the documentation will not infringe the intellectual property rights of any person; (vi) it will provide reasonable security procedures for the Hosted Service; and (vii) except as required by applicable law or legal process, it will not disclose Customer Data to any third Party for any purpose other than to provide the Services and Hosted Service or support, training and configuration services to Customer, unless the Customer agrees to data sharing.
- 7.3 The Service Provider warrants that all services provided by the Service Provider under this Agreement will be provided:
 - 7.3.1 professionally and with reasonable care and skill;
 - 7.3.2 by means of appropriately qualified and skilled personnel;
 - 7.3.3 if the warranties in clauses 7.3.1 and 7.3.2 are breached, the Customer must inform the Service Provider as soon as possible;
 - 7.3.4 the Customer will give the Service Provider 5 (five) Business Days to rectify the problem and (if necessary) to supply the Customer with a corrected Services; and
 - 7.3.5 this will be done with the agreed additional charge to the Service Provider.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights in all Confidential Information disclosed by one Party to the other and in all media comprising such Confidential Information shall as between the Parties remain the property of the disclosing Party and nothing in these Standard Terms and Conditions (ST & Cs) shall be taken to represent an assignment or grant of other rights in or under such Intellectual Property Rights.

- 8.2 All Intellectual Property rights belonging to a Party prior to the execution of the ST & Cs shall remain vested in that Party.
- 8.3 None of the Intellectual Property rights in either Party's trademarks and brands shall be used without that Party's prior written consent.
- 8.4 The Service Provider and its affiliates will retain all Intellectual Property rights in its sources. The Service Provider hereby grants, and will procure that its Affiliates grant, to the Customer a royalty based, non-exclusive, non-transferable licence to use its services to the extent necessary to receive the Services during the term of the ST & Cs.
- 8.5 The Service Provider and its affiliates will retain all Intellectual Property rights in the deliverables. The Service Provider hereby grants, and will procure that its Affiliates and agents grant, to the Customer a royalty based, non-exclusive, non-transferable, limited licence to use the deliverables.
- 8.6 Where there are modifications to pre-existing material which are inseparable from the pre-existing material, then the Party which owns the pre-existing material will own the modifications.
- 8.7 The Customer may in its sole discretion, in writing, authorise the use by the Service Provider the Customer name in marketing, advertising and promotional material by the Service Provider.
- 8.8 The wording and application of branding standards in respect of the name the Customer or any of the Customer Intellectual Property to be used, shall at all times be in the sole discretion of the Customer.
- 8.9 Notwithstanding anything contained in the ST & Cs, the Customer may at any stage forthwith withdraw permission for the use of the name the Customer and of any Intellectual Property and shall be entitled to forthwith remove, at any cost to the Customer, except in the case of any breach by the Service Provider , any signage and Intellectual Property from any premises where it has been used by the Service Provider .

9. DURATION AND TERMINATION

- 9.1 The Agreement will commence on the Effective Date and will continue for the agreed term of this Agreement or between the Parties or for an indefinite duration.
- 9.2 In the event that the serious misconduct, breach or fault is of such a nature that it renders impossible the definitive continuation of any professional relationship, the aggrieved Party will have the right to terminate the Agreement by providing the other Party with 30 (thirty) days' notice or indemnity, by notifying the other Party in writing, in which the termination is effected and by sending, also in writing, within seven (7) days thereof the facts or reason justifying such termination for cause.
- 9.3 Termination of the Agreement will not affect any accrued rights or liabilities which either Party may have in the surviving clauses and Development Agreement or by the time termination takes effect.

10. CONFIDENTIALITY

- 10.1 The Service Provider and the Customer acknowledge that during the course of the delivering the Service and Hosted Services within the framework of this Agreement, Confidential Information regarding the Service Provider and the Customer and Customers may be exchanged between each other. The Parties will keep secret and confidential all such information during the course of the Agreement and indefinitely after the termination of this Agreement.
- 10.2 The Parties will not make unauthorised use of the Confidential Information or Intellectual Property of each other. Any unauthorised disclosure or use of the Confidential Information or Intellectual Property, will cause the other Party immediate and irreparable harm.
- 10.3 Upon termination of this Agreement, the Parties will return to each other all documents of whatever nature, notes, reports, and related communications relating to the other Party and which he has received for the execution of the Agreement.
- 10.4 Accordingly, should either Party fail to comply with the provisions of this Agreement, the other Party will be entitled to specific performance including an interdict or preliminary injunction enforcing the Agreement, and to judgment for damages (including legal fees) and interest caused by the breach and to any other remedies provided by applicable law.

11. COMPENSATION AND PAYMENT TERMS

- 11.1 The Customer will pay the Service Provider a fee as set-out in **Annexure D** for the maximum hours per month, as stipulated in **Annexure E**, remotely. Service Provider will update helpdesk system (**Helpdesk**) with work done and hours spent. This information will be made available on request.
- 11.2 A standard hourly tariff will be charged at Service Provider's hourly rate, as stipulated in Annexure E, for any additional services and training delivered or exceeding the maximum monthly hours.
- 11.3 The IT Maintenance and Support Services will be delivered on Business Days and in Business Hours.
- 11.4 Any IT Maintenance and Support Services delivered outside of Business Days and/or Business Hours to the Customer, will be charged at the afterhours hourly rate as stipulated in Annexure E.
- 11.5 The Service Provider will present an invoice to the Customer by the end of each month for the monthly retainer, as mentioned in clause 11.1 above, of the following month.
- 11.6 If the invoices are delivered to the Customer after the last day of the month, payment will be due within 7 (seven) days from actual delivering of the invoice.

- 11.7 If this Agreement does not specify the charges for any Services and Hosting Services to be supplied by the Service Provider, then the agreed charges between the Parties will be charged.
- 11.8 The Service Provider may reasonably increase its standard support and maintenance fees payable under this Agreement, once a year, if the Customer was notified 30 (thirty) days in advance to the increase being applicable.

12. OWNERSHIP OF DELIVERABLES

- 12.1 All elements of all Deliverables will be exclusively owned by the Service Provider. Except as set forth below, the Service Provider will exclusively own all Copyrights and all other Intellectual Property rights in the Deliverables. It is understood and agreed that additional materials added to the Software or Technology Platform, in the future by the Service Provider, will belong exclusively to the Service Provider.
- 12.2 Except as set forth below, all elements of all Deliverables will be exclusively owned by the Service Provider and any input from the Customer will be considered assigned to the Service Provider. Except as set forth below, the Service Provider will exclusively own all Copyrights and all other Intellectual Property rights in the Deliverables and Software. It is understood and agreed that additional materials added to the Software, in the future by the Service Provider, will belong exclusively to the Service Provider.
- 12.3 In the event that any portion of any Deliverable (including the entirety thereof) constitutes a pre-existing work for which the Customer cannot grant to the Service Provider the rights set forth in this clause, the Customer will specify:
 - 12.3.1 the nature of such pre-existing work;
 - 12.3.2 its owner;
 - 12.3.3 any restrictions or royalty terms applicable to the Customer's use of such pre-existing work or the Customer's exploitation of the Deliverable as a derivative work thereof; and
 - 12.3.4 the source of the Service Provider's authority to employ the pre-existing work in the preparation of the Deliverable.
- 12.4 The works set forth in clause 2.3, will be referred to as Pre-existing Works. The only Pre-existing works that may be used in the construction of any Deliverable are the Pre-existing Works specified above.

13. BREACH AND TERMINATION

- 13.1 Save as otherwise provided in the Agreement, should any Party (the defaulting Party) commit a breach of any of the provisions of the Agreement, then the other Party (the aggrieved Party) will give the defaulting Party seven 14 (fourteen) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party will be entitled to:

- 13.1.1 claim immediate payment and/or specific performance from the defaulting Party of all the defaulting Party's obligations; or
 - 13.1.2 in either event, without prejudice to the aggrieved Party's rights, to claim damages.
- 13.2 The aforementioned provisions are without prejudice to such rights a Party may have at law, subject always to contrary provisions of this Agreement and the Standard Terms and Conditions.

14. ARBITRATION AND DISPUTE RESOLUTION

- 14.1 Where a statutory or accredited ombud has jurisdiction, all disputes falling under the jurisdiction of said ombud shall be referred to the ombud for a recommendation.
- 14.2 Where there is no ombud as contemplated in 14.1, an Alternative Dispute Resolution Agent referred to herein shall be appointed to mediate the dispute or, by agreement between the Customer and the Service Provider, the dispute will be referred to arbitration as contemplated in 14.3 to 14.6 below.
- 14.3 The Customer and the Service Provider may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both the Customer and the Service Provider and shall only be subject to Review by the High Court if one of the established grounds for review exist and under no circumstances shall the arbitrator's decision be appealed to the High Court or any other body.
- 14.4 When the Customer and the Service Provider have agreed to refer the matter to arbitration in terms of 14.3 above, in the interests of a speedy and cost effective resolution of the dispute, a short form or expedited form of arbitration shall be adopted and the rules of the arbitration shall not require that any Party prepare and file any documents in a form identical to or similar to that of court pleadings and Heads of Argument. This informality shall not detract from the onus to commence and the burden of proof which shall follow the High Court practice in this respect.
- 14.5 The arbitrator must be a person agreed upon by the Parties and shall at least hold a tertiary qualification in the technical field of the dispute, except where the dispute relates predominantly to the interpretation of this agreement or any law, regulation, or by-law, in which case the appointed arbitrator shall have at least 10 years practical experience as an attorney in private practice or as an advocate of the High Court.
- 14.6 Failing the agreement on the appointment of an arbitrator or the rules of the arbitration, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa (AFSA), who shall then finally resolve the dispute in accordance with the rules of the AFSA.

15. NOTICES AND DOMICILIA CITANDI ET EXECUTANDI

- 15.1 The Parties choose as their domicilia citandi et executandi for all purpose under this Agreement, whether in respect of court process, notices or other documents or

communications of whatsoever nature (including the exercise of any option) the addresses on the cover of the Agreement.

- 15.2 Any notice or communication required or permitted, to be given in terms of this Agreement will be valid and effective only if in writing but it will be acceptable to give notice by electronic mail.
- 15.3 Notice will be delivered personally or sent by courier or by electronic mail and will be deemed to be given in the case of delivery personally on delivery and in the case of courier (in the absence of evidence of earlier receipt) 48 (forty eight) hours after delivery to the courier and in the case of electronic transmission on completion of the transmission, within 24 (twenty four) hours.

16. GENERAL

- 16.1 This Agreement, the Standard Terms and Conditions and the Development Agreement and all of these agreements' annexures and future documents in writing, constitutes the entire agreement between the Parties with respect to the subject matter hereof, suspending any and all prior Agreements and can only be amended by way of a written document signed by the Parties.
- 16.2 No extension of time, waiver or relaxation of any of the provisions or terms of this Agreement, or other document issued or executed pursuant to, or in terms of this Agreement will operate as estoppels against any of the Parties in respect of its rights strictly in accordance with this Agreement.
- 16.3 In the event any term, conditions or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and the Agreement will be interpreted as though such invalid and/ or illegal provision were not part of the Agreement. The remaining provisions of the Agreement will be construed to preserve the intent and purpose of this Agreement and the Parties will negotiate, in good faith, to modify the provisions held to be invalid and / or illegal to preserve each of the Party's rights and responsibilities there under.
- 16.4 This Agreement may be assigned by the Service Provider, without the express written permission of the Customer. This Agreement may not be assigned by the Customer. All rights and obligations under this Agreement will inure to the benefit of and be binding upon the heirs, successors and permitted assigns of the Parties.
- 16.5 The Customer hereby submits to the jurisdiction of Magistrates Court, notwithstanding that the amount of the Supplier's claim may exceed the jurisdiction of the Magistrates Court.
- 16.6 Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.
- 16.7 The Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.

THIS AGREEMENT HAS BEEN SIGNED BY THE PARTIES.

THE SERVICE PROVIDER:	THE CUSTOMER:
By:	By:
Title:	Title:
Date:	Date:
Place:	Place:
Signature:	Signature,