

TERMS OF SERVICE AGREEMENT

GENERAL TERMS and CONDITIONS

PLEASE READ THE GENERAL TERMS AND CONDITIONS SET OUT IN THIS TERMS OF SERVICE AGREEMENT CAREFULLY BEFORE USING THE GENII CLOUD SERVICES. THIS TERMS OF SERVICE AGREEMENT CONSTITUTES A LEGAL AND ENFORCEABLE CONTRACT BETWEEN THE CUSTOMER AND GENII AND HAS BEEN ACCEPTED BY THE CUSTOMER THROUGH AN AGREEMENT/ORDER/WORK ORDER THAT INCORPORATES THESE GENERAL TERMS AND CONDITIONS.

IF THE CUSTOMER DOES NOT AGREE TO THIS TERMS OF SERVICE AGREEMENT THEN THE CUSTOMER MAY NOT USE THE SERVICES SET OUT IN THIS AGREEMENT.

1. DEFINITIONS

In the Agreement:

- 1.1. "Affiliate" means any Person directly or indirectly controlling, controlled by, or under common control of the Customer and includes the Customer's subsidiary and holding company ("subsidiary" and "holding company" as defined in section 1 of the Companies Act, Act 71 of 2008);
- 1.2. "Agents" means the individual agents monitored/assessed by the Customer through use of the Genii Services;
- 1.3. "Agreement" means:
 - 1.3.1. this Terms of Service Agreement between Genii and the Customer for the use of the Genii Cloud Services, and/or if applicable Genii Managed Services, incorporating these terms and conditions (including the Schedules);
 - 1.3.2. any Order and/or scope of work;
 - 1.3.3. other material incorporated by reference from time to time; and
 - 1.3.4. any amendments to the Agreement from time to time;
- 1.4. "Business Day" means any day other than a Saturday, Sunday or official South African public holiday;
- 1.5. "Charges" means the fee amounts payable by the Customer to Genii in relation to the Agreement as set out in an Order;
- 1.6. "CPI" means Consumer Price Index which is the core inflation index published by Statistics South Africa;
- 1.7. "Confidential Information" means any data or 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 Party receiving the Confidential Information ("the Receiving Party") knows or reasonably should have known is of a proprietary or confidential nature, and shall also include but not be limited to user codes, passwords and/or other security measures, Customer Data, information relating to a Party or its business activities, trade secrets, technology, developments, inventions, processes, know-how, source code, algorithms, financial information, forecasts and projections, current products and services, internal management, information technology and infrastructure and requirements, marketing plans and techniques, price lists, lists of and information about customers and employees, plans, all materials and information belonging to third parties in respect of which either Party and any of its customers or suppliers owe obligations of confidence and the terms and conditions of this Agreement;
- 1.8. "Customer" means the customer specified in an Order;
- 1.9. "Customer Data" means all data and/or content uploaded to the Genii Cloud Services by the Customer or provided by the Customer to Genii, and all data derived from it. Customer Data does not include Usage Data;
- 1.10. "Documentation" means documentation produced by Genii and made available to the Customer that specify how the Genii Services should be used;
- 1.11. "ECTA" means the Electronic Communications and Transactions Act 25 of 2002;
- 1.12. "Effective Date" means the Effective Date as set out in an Order;
- 1.13. "Force Majeure Event" means an event beyond the control of a Party, including without limitation an act of God, war, terrorism, fire, flood, strike, pandemic, virus, epidemic, governmental restriction, power failure, failure of computer systems or networks, and/or failure of transportation or communication facilities;
- 1.14. "Genii" means Genii Analytics (Proprietary) Limited, Reg Number 2013/127051/07, incorporated in RSA with limited liability;
- 1.15. "Genii Software Solution" means Genii's proprietary analytics and quality assurance software solution/s which is a cloud-based multi-tenant hosted electronic service which Genii will set up in the cloud and which will be managed and supported in its entirety by Genii and includes:
 - 1.15.1. all modifications, enhancements and replacements thereof and additions thereto provided by Genii and made available to the Customer from time to time pursuant to this Agreement; and
 - 1.15.2. the Documentation;
- 1.16. "Genii Cloud Services" means the Genii Software Solution, the Genii Platform and Support Services;
- 1.17. "Genii Managed Services" means the managed services, if contracted for by the Customer, as set out in an Order which may include the provision of analysts, support staff, facilities and infrastructure to manage the operation of the Genii Cloud Services;
- 1.18. "Genii Platform" means the cloud-based platform, which is owned and operated by Genii, on which the Genii Software Solution is hosted and to which Genii grants the Customer access to as part of Genii Cloud Services;
- 1.19. "Genii Professional Services" means the professional services, if contracted for by the Customer, as set out in an Order;
- 1.20. "Genii Services" means the Genii Cloud Services and, if contracted for by the Customer, the Genii Managed Services and/or Genii Professional Services;
- 1.21. "Intellectual Property" ("IP") means all intellectual property rights owned by a Party subsisting anywhere in the world, which are in any way capable of protection in law, including without limitation, trademarks, domain names, copyright, patents, designs, Confidential Information and all proprietary rights in and to ownership of any idea, discovery, artwork, design, concept, technique or improvement, industry information, know-how, system, methodology, data model, computer software, computer source code and

object code, report, correspondence, documentation, flow chart, database, table, calculation, spread sheet, schematic plan, photograph, presentation or invention (whether patented or not) and any other rights of a similar nature which exist now or will in the future exist and whether registered or not;

1.22. "Order" means an order placed by a Customer directly with Genii, or indirectly through a Reseller for the Genii Services, as referenced in the Order;

1.23. "Parties" means collectively Genii and the Customer and "Party" means either Genii or the Customer, according to the context;

1.24. "Personal Information" and "Processing" shall have the meanings ascribed to them in the Protection of Personal Information Act No. 4 of 2013 ("POPI Act");

1.25. "Reseller" means a third-party business entity appointed by Genii as an approved partner to distribute, re-sell and support the Genii Cloud Services, as applicable;

1.26. "Subscription Term" means the time period for which the Customer is subscribed for Genii Services, as specified in an Order;

1.27. "Support Services" means support and maintenance services as set out in Schedule 1, provided by Genii to the Customer;

1.28. "Usage Data" means data generated in connection with Customer's access to and use of the Genii Cloud Services;

1.29. "Upgrades" means new versions of, and updates to the Genii Cloud Services, whether for the purpose of fixing an error, bug or other issue in respect of the Genii Cloud Services or enhancing the functionality of the Genii Cloud Services; and

1.30. "Users" means users authorised by the Customer to use the Genii Cloud Services in accordance with this Agreement.

2. ACCESS

Subject to (i) payment of all applicable Charges set out in an Order and (ii) strict compliance with the terms and conditions of the Agreement, Genii grants the Customer, during the Subscription Term, a non-exclusive and non-transferable right to access and use (and permit Users to access and use) the Genii Services, as ordered, solely for the Customer's and its Affiliates' internal business purposes in accordance with the this Agreement, the Documentation and in the quantity specified in the applicable Order.

3. USE OF GENII SERVICES AND CUSTOMER RESPONSIBILITIES

3.1. The Customer undertakes that it shall not (directly or indirectly) attempt or otherwise do any of the following:

- 3.1.1. circumvent or manipulate Genii's fee structure and or billing process;
- 3.1.2. copy or reproduce the Genii Services or the Documentation except as permitted under this Agreement;
- 3.1.3. exceed the subscribed quantities of Users, Agents or other entitlements of the Genii Services set out in any Order;
- 3.1.4. remove or modify or destroy any copyright, trademark or other proprietary marking placed on or contained in the Genii Services, Documentation or Genii's IP;
- 3.1.5. assign, sell, resell, license, rent, lease, distribute or otherwise transfer the rights granted to the Customer under the Agreement to any third party, except as expressly set forth herein;
- 3.1.6. modify, reverse engineer or disassemble the Genii Services;
- 3.1.7. decompile, attempt to derive the underlying ideas or algorithms of any part of the Genii Services or attempt to recreate the Genii Services;
- 3.1.8. create or otherwise prepare derivative services based upon the Genii Services, Documentation or Genii IP;
- 3.1.9. interfere with or disrupt the working or integrity or performance of the Genii Services;
- 3.1.10. attempt to gain unauthorised access to the Genii Services;
- 3.1.11. distribute viruses or any other technologies that may harm the Genii Services;
- 3.1.12. access any Genii Services to which access is not authorised;
- 3.1.13. probe, scan or test the vulnerability of the Genii Services without written consent from Genii's CTO specifying a date and time when it may occur; and/or
- 3.1.14. breach security or authentication measures relating to the Genii Services.

3.2. The Customer shall not use the Genii Services in a manner that:

- 3.2.1. infringes on the IP rights or privacy rights of any third party;
- 3.2.2. causes damage or injury to any person or property;
- 3.2.3. involves the publication of any material that is false, defamatory, harassing or obscene;
- 3.2.4. violates or promotes bigotry, racism, hatred or harm; and/or
- 3.2.5. violates applicable laws, ordinances or regulation.

3.3. The Customer is solely responsible for:

- 3.3.1. identifying and authenticating all Users;
- 3.3.2. approving access by such Users to the Genii Cloud Services;
- 3.3.3. ensuring that there is no unauthorised access by Users and/or no unauthorised assessment of Agents;
- 3.3.4. maintaining the confidentiality of usernames, passwords and account information;
- 3.3.5. the confidentiality and timely and proper termination of User records in the Customer's local (intranet) identity infrastructure or on the Customer's local computers;
- 3.3.6. the training of Users in the proper use of the Genii Cloud Services; and/or
- 3.3.7. the proper usage of passwords and access procedures with respect to logging onto the Genii Platform and into the Genii Software Solution.

4. TERM AND TERMINATION

4.1. This Agreement will commence on the Effective Date and shall continue for the duration of the Subscription Term unless or until terminated by either Party in accordance with this Agreement.

- 4.2. Either Party has the right to terminate this Agreement and/or any and all Orders immediately if:
- 4.2.1. the other Party commences liquidation proceedings or is placed into business rescue; and/or
 - 4.2.2. any Party (“the Defaulting Party”) commits a breach of any provision of the Agreement and fails to remedy such breach, or if the breach is not capable of remedy, fails to implement such other action acceptable to the other Party within 30 (thirty) days of receiving a written notice from the other Party (“the Aggrieved Party”) requiring the Defaulting Party to do so. The Aggrieved Party shall be entitled, in addition to its other remedies in law or in terms of the Agreement, to terminate the Agreement and/or Order forthwith, claim specific performance and, without prejudice to its rights, claim damages.
- 4.3. In addition, Genii may terminate this Agreement, in whole or in part, or cease provision of the Genii Services if required to comply with applicable law or regulation, and such termination will not constitute a breach of this Agreement.
- 4.4. Upon termination or expiration of the Agreement:
- 4.4.1. any accrued rights and obligations will survive;
 - 4.4.2. all outstanding Charges under the Agreement or Order (as applicable) will become immediately due and payable,
 - 4.4.3. the Customer will have no further right to access or use the Genii Services;
 - 4.4.4. each Party shall within 60 days after written request return or destroy any tangible Confidential Information of the other Party within its possession or control that is not contained on the Genii Cloud Services;
 - 4.4.5. any Customer Data contained on the Genii Cloud Services will be deleted within 60 days of termination/expiration of Customer’s Subscription Term; and
 - 4.4.6. the Customer acknowledges that it is responsible for exporting any Customer Data to which Customer desires continued access after termination/expiration, and Genii shall have no liability for any failure of Customer to retrieve such Customer Data and no obligation to store or retain any such Customer Data after such 60 day period. Following termination of the Genii Cloud Services, Genii may immediately deactivate Customer’s account.

5. REFUSAL, SUSPENSION AND CANCELLATION OF SERVICES

- 5.1. Genii reserves the right to refuse registration of, or to cancel User logins that it reasonably believes violate the terms and conditions set out in this Agreement, in which case Genii will promptly inform the Customer in writing of such refusal or cancellation.
- 5.2. In addition to the rights set forth in this Agreement, Genii may suspend Customer’s access and use of Genii Cloud Services if:
- 5.2.1. there is an unusual and material spike or increase in Customer’s use of the Genii Cloud Services and Genii reasonably suspects or knows that such traffic or use is fraudulent and/or is materially and negatively impacting on the operating capability of the Genii Cloud Services; and/or
 - 5.2.2. upon 30 days’ written notice to Customer, if there is an uncured material breach of this Agreement.
- 5.3. Genii will provide notice prior to such suspension, unless Genii reasonably believes that providing such notice poses a risk to the security of the Genii Cloud Services. Genii will promptly reinstate Customer’s access and use once the issue has been resolved.
- 5.4. To the extent that the Genii Cloud Services are suspended/cancelled, then in such event the Genii Managed Services shall be similarly suspended and/or cancelled.

6. TRIAL SERVICES

- 6.1. Genii may, in its sole discretion, provide the Genii Cloud Services to a Customer on a free trial/proof of concept basis, or any other free-of-charge basis as specified in an Order including any related Support Services (collectively, “Trial Services”).
- 6.2. If so provided, Genii makes such Trial Services available for the “Trial Services Period” which will be until the earlier of:
- 6.2.1. the end of the free trial or proof of concept period or testing period, as communicated by Genii or specified in an Order;
 - 6.2.2. the start date of any purchased version of such Genii Cloud Services; or
 - 6.2.3. written notice of termination from Genii.
- 6.3. Genii grants the Customer, during the Trial Services Period, a non-exclusive and non-transferable right to access and use the Trial Services for the Customer’s internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement.
- 6.4. The Customer is authorised to use Trial Services only for evaluation and not for any business or productive purposes, unless expressly authorised to do so by Genii in writing.
- 6.5. Any data that the Customer provides to Genii during the Trial Services Period will be permanently lost unless the Customer proceeds to conclude an Order to purchase the Genii Services.
- 6.6. Notwithstanding anything to the contrary, Genii provides the Trial Services “as is” and “as available” without any warranties or representations of any kind and the Customer assumes all risks and all costs associated with its use of the Trial Services.
- 6.7. The Customer’s sole and exclusive remedy in case of any dissatisfaction or Genii’s breach of the Agreement with respect to Trial Services is termination of the Trial Services. Obligations on behalf of Genii to indemnify, defend, or hold harmless under this Agreement are not applicable to Customers using Trial Services.

7. SUPPORT SERVICES AND UPGRADES

- 7.1. Genii shall provide Support Services to the Customer during the Subscription Term and may apply Upgrades to the Genii Platform/Genii Software Solution, in accordance with the Support Services set out in Schedule 1.
- 7.2. Genii may sub-contract the provision of any of the Support Services without obtaining the consent of the Customer.

8. PAYMENT TERMS AND TAXES

- 8.1. Save for Customers who shall be invoiced by the Reseller, Genii will issue invoices for the Charges to the Customer in accordance with every Order. Invoices shall be delivered electronically via email.
- 8.2. Customer will pay the Charges to Genii within 30 days of the date of issue of an invoice issued in accordance with Clause 8.1.
- 8.3. Customer shall pay the full invoice amount due, without any deduction and free of exchange or bank costs.

- 8.4. Unless expressly stated otherwise, all payments shall be made in South African Rand and must be paid by direct electronic debit payment into Genii's designated bank account.
- 8.5. If the Customer does not pay any amount due to Genii under or in connection with the Agreement, then Genii may, without prejudice to such other rights it may have in law or in terms of this Agreement, charge the Customer interest on the overdue amount at the rate of 2% per month (which interest will accrue daily and be compounded quarterly).
- 8.6. Genii may suspend access to the Genii Services if any amounts due to be paid by the Customer to Genii under the Agreement are overdue by more than 21 days.
- 8.7. If the Parties disagree on the amount stated in any invoice, this shall be dealt with in terms of Clause 22 of this Agreement.
- 8.8. Without prejudice to Customer's rights set out elsewhere in this Agreement, all Charges are non-refundable.
- 8.9. Genii may vary the Charges on and from any 12-month anniversary of the Effective Date in terms of the CPI, subject to termination of the Agreement, by giving the Customer not less than 30 days' written notice of the variation.
- 8.10. Save as is provided for in Clause 8.11, all Charges stated in or in relation to the Agreement are stated exclusive of VAT, Withholding Tax, and/or any other taxes and/or deductions that may apply to the engagement, unless stated otherwise. These taxes will be payable by the Customer to Genii in addition to the principal fee amounts.
- 8.11. If the Customer believes that an Order should be zero rated for VAT/Tax purposes, the Customer will notify Genii immediately following receipt of an Order and provide reasons as to why the Customer holds this view. Genii will investigate such claim and if Genii considers (acting reasonably) that such Order should be zero rated, Genii shall reimburse the Customer for any overpayment made in respect of VAT/Tax.

9. ORDERS PLACED WITH RESELLER

- 9.1. If Customer places an Order with a Reseller ("Indirect Customer"), then Genii grants the rights described in this Agreement in consideration for and subject to:
- 9.1.1. the Indirect Customer's agreement to comply with the pricing and payment terms of said Order, which are to be separately agreed between the Indirect Customer and the Reseller (for the avoidance of any doubt, the final sales price or rate shall be freely and independently determined between the applicable Reseller and Indirect Customer); and
 - 9.1.2. the Indirect Customer's agreement to comply with its obligations and undertakings in accordance with this Agreement.
- 9.2. Indirect Customers shall be invoiced by the Reseller.

10. RIGHTS IN INTELLECTUAL PROPERTY

Except for the rights granted in this Agreement, all rights, title, and interest in and to the Genii Cloud Services and the Documentation and Genii IP are hereby reserved by Genii. Except as provided for herein, all rights, title, and interest in and to the Customer's IP are hereby reserved by the Customer. Nothing in this Agreement shall transfer ownership of any IP rights from one Party to the other.

11. CONFIDENTIALITY

- 11.1. Each Party may be given access to Confidential Information of the other Party before or during the term of this Agreement. Each Party shall during the operation of, and after the expiration, termination or cancellation of this Agreement for any reason, 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 the Agreement. Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access, is not disclosed/distributed by its employees/agents in violation of the terms of the Agreement.
- 11.2. Confidential Information shall not include information that (i) is or becomes publicly known other than through any act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession before the disclosure; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (iv) is independently developed by the Receiving Party, which independent development can be shown by written evidence; or (v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory/ administrative body.
- 11.3. Receiving Party hereby indemnifies and holds harmless the party disclosing the Confidential Information against any loss or damage which the disclosing party may suffer as a result of breach of this clause by the Receiving Party's personnel or sub-contractors.
- 11.4. If there is a legitimate requirement for the Receiving Party to disclose Confidential Information of the other Party, it will advise said other Party thereof in writing prior to disclosure and take steps to limit the disclosure to the minimum extent required to satisfy the requirement.

12. CUSTOMER DATA

- 12.1. The Customer owns all rights, title and interest in all Customer Data. Nothing in this Agreement shall be construed to grant Genii any rights in and to the Customer Data beyond those expressly provided for in this Agreement, which rights include:
- 12.1.1. granting Genii and its Affiliates a limited, non-exclusive, worldwide licence to view and use the Customer Data solely for the purpose of providing the Genii Services;
 - 12.1.2. permitting Genii to collect and use the Usage Data for its reasonable business purposes and for the Customer's benefit. In the event that Genii wishes to disclose the Usage Data or any part thereof to third parties (either during the Subscription Term or thereafter), such data shall be anonymised and/or presented in the aggregate to not identify Customer or its Users.
- 12.2. The foregoing shall not limit in any way Genii's confidentiality obligations as set out in Clause 11.
- 12.3. To the extent that Customer provides Genii with suggestions in relation to the improvement/enhancement of the Genii Services, such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon Genii pursuant to this Agreement and may be implemented by Genii in its sole discretion. The Customer acknowledges that any Genii products or materials incorporating any such suggestions shall be the sole and exclusive property of Genii.

13. POPI ACT

13.1. The Parties agree and accept without reservation that in relation to any Personal Information Processed under the Agreement, the Customer is the Responsible Party and Genii is the Operator.

13.2. The Parties are each responsible for complying with their respective obligations under all applicable laws governing the protection of Personal Information and privacy and shall individually comply with their obligations under the POPI Act and all applicable regulations.

13.3. In any event where a Party receives any Personal Information for the purpose of Processing, such Party shall ensure that it fully complies with the provisions of the POPI Act applicable to the Processing of Personal Information and only Process the Personal Information to fulfil its obligations under this Agreement or for a permitted purpose.

13.4. Each Party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions of the POPI Act, and may prevent the other Party, any of its agents or subcontractors or any third party who has received such records, from violating this Agreement.

14. DATA PROTECTION

14.1. The Parties warrant that they shall each comply with the provisions of any data protection and/or privacy legislation and/or regulations as may become applicable to the Customer in relation to the disclosure of information pursuant to this Agreement.

14.2. The Customer is solely responsible for:

14.2.1. the content, quality and accuracy of Customer Data as made available by the Customer and its Users;

14.2.2. ensuring that Users comply with applicable laws regarding how Customer Data is collected and used for the purpose of the Genii Cloud Services;

14.2.3. ensuring it has a valid legal basis for Processing Customer Data, for sharing Customer Data with Genii, and that Customer Data as made available to Genii complies with all applicable laws/ regulations including applicable data protection laws.

14.3. Genii shall ensure that it has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Customer Data against any accidental or illicit destruction, alteration or unauthorised access or disclosure to third parties, and that it shall not materially diminish its security controls with respect to Customer Data during the Subscription Term.

14.4. Genii shall access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement.

14.5. On termination of the Agreement, Genii will notify all Personnel and/or Sub-Service Providers of the Customer's instruction to either return all Personal Information, or to destroy all Personal Information within the same period applicable to Genii. In each case Genii must provide a written certification to the Customer that it has returned or destroyed/deleted the Personal Information, as required.

15. WARRANTIES

15.1. Both Parties warrant that during the Subscription Term they will comply with all applicable legislation and other regulatory requirements applicable to the Agreement and the provision of the Genii Services.

15.2. During the Subscription Term, Genii warrants that it has the rights necessary to enter into the Agreement and to carry out its obligations herein and that no part of the Genii Services nor use of the aforesaid by Customer in the intended manner, shall be unlawful or infringe any third party right, including but not limited to third party IP rights.

15.3. Genii warrants that (i) the Genii Services will be designed to conform to the scope of work or specifications agreed between the Parties at the time of an Order, (ii) Genii Services will be carried out with care and diligence in a proper and professional manner in compliance with agreed service levels using suitably skilled and qualified personnel, and (iii) service deliverables will be of a suitable quality and workmanship. The foregoing warranties are void if the failure of the Genii Cloud Services has resulted from negligence, error, or misuse of the Genii Services (including use not in accordance with the Documentation) by the Customer, the User or by anyone other than Genii.

15.4. Genii's sole and exclusive liability, and the Customer's sole and exclusive remedy for breach of these warranties will be for Genii, at its own expense using reasonable commercial efforts, to correct such non-conformity to match the agreed scope of work or specifications within thirty (30) days of the date that notice of the breach was provided; and, if Genii fails to correct the non-conformity within said period, the Customer may terminate the Order and, in such event, Genii shall provide the Customer with a pro-rata refund of any unused pre-paid Charges paid for the period following termination as calculated on a monthly basis.

15.5. The Customer acknowledges and agrees that, except as may be expressly provided otherwise herein, Genii makes no warranty, either expressly or implied, concerning the Genii Services.

15.6. The Customer's use of the Genii Services and deliverables is at Customer's sole risk. Genii provides the Genii Services and deliverables on an "as is" and "as available" basis. Genii hereby specifically disclaims all representations, warranties or conditions of any kind, whether express or implied, including (i) any implied warranties or conditions of satisfactory quality, fitness for a particular purpose, accuracy, availability, veracity, timeliness or content of the Genii Online Platform, title and non-infringement; (ii) whether defects will be corrected; (iii) whether the Genii Online Platform or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of Genii's Online Platform; and/or (iv) that the Genii Services and service deliverables will work without interruption or will be error-free.

15.7. The Customer undertakes, represents and warrants to Genii that (i) all individuals signing the Agreement and/or Orders on its behalf are duly authorised to sign for and legally bind the Customer; (ii) it has not been induced to enter into the Agreement by any prior representations, warranties or guarantees whether oral or in writing, except as expressly contained in the Agreement; (iii) by entering into the Agreement the Customer is not acting in breach of any other agreement to which it is a party; (iv) the use of Customer Data by Genii does not and will not infringe the IP rights of any other person; (v) that all Customer Data has been/will be lawfully obtained; and/or (vi) it will be responsible for the acts and omissions of its Users.

15.8. The warranties in this clause are exclusive and in lieu of all other warranties, whether statutory, express or implied.

16. DISCLAIMER

16.1. Any and all warranties given by Genii, expressed, incorporated or implied, are limited to the extent and period mentioned in this Agreement. To the maximum extent allowed by applicable law, Genii disclaims all other warranties, conditions and other terms, whether express or implied or incorporated into this Agreement by statute, common law or otherwise, including the implied conditions and warranties of merchantability and fitness for a particular purpose.

16.2. Genii will have no liability for delays, failures or losses attributable or related in any way to the use or implementation of third-party software or third-party software features or services not provided by Genii.

17. INDEMNITY AND LIMITATION OF LIABILITY

17.1. Despite anything to the contrary in the Agreement, neither Party shall be liable to the other for any indirect or consequential loss or damage arising out of, or in connection with this Agreement, including without limitation, anticipated profits or revenues, business transactions or goodwill or other contracts, whether arising from negligence or breach of contract, and whether or not the Party has been advised of the possibility of such damages.

17.2. The limitation of liability set forth in Clause 17.1 shall not apply where the loss, claim or liability is as a result of (i) gross negligence or wilful misconduct; (ii) fraud; (iii) unlawful disclosure of Confidential Information; and/or (iv) infringement of IP Rights.

17.3. Save and except for a breach by the Customer of its payment obligations set out herein and/or any Order, to the extent permitted by law, regardless of the form (contract, delict or any other legal theory) in which any legal action may be brought, each Party's maximum liability for direct damages for anything giving rise to any legal action will be an amount equal to the total fees already paid (or due and payable) by the Customer to Genii in respect of the Agreement for the period of 6 (six) months preceding the claim ("the Maximum Amount"). The aggregate amounts for all claims will not be greater than the Maximum Amount.

18. POLICIES AND PROCEDURES

18.1. It is important for the Customer to read and understand all of Genii's policies and procedures as they provide the rules for accessing and using Genii's Services.

18.2. Genii's policies and procedures, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to the use of the Genii Services, including but not limited to Genii's **Data Privacy and Processing Terms**, posted on www.geniianalytics.com or such other URL as notified to the Customer/User, as amended from time to time.

19. CREDIT BUREAUX

The Customer authorises Genii, subject to any applicable laws, to access from a credit bureaux which is a member of the Credit Bureau Association and subscribe to its Code of Conduct ("credit bureaux"), the Customer's personal information concerning financial risk and payment habits ("payment profile") for purposes of fraud prevention and debtor tracing, and to disclose information regarding the Customer's payment profile to such credit bureaux.

20. EXPORT CONTROL LAWS

The Customer understands and agrees that the Genii Services and/or the Customer Data may be subject to import and export control laws and regulations of the Republic of South Africa or the country in which the Customer is situated. The Customer undertakes to adhere to all applicable laws and regulations and agrees not to, without prior authorisation from the RSA government or government of such other country which is applicable, directly and/or indirectly export, re-export and/or transfer the Genii Services to any other country in contravention of such laws and regulations.

21. COMPLIANCE AND GOVERNING LAW

21.1. Each Party shall comply with all applicable, laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement.

21.2. The Agreement shall be governed by South African Law.

22. DISPUTE

22.1. Should any dispute arise between the Parties concerning the Agreement or any issue arising therefrom, the Parties shall attempt to resolve the dispute by negotiation, whereby one Party invites the other in writing to meet to attempt to resolve the dispute within 10 (ten) days from date of the written invitation.

22.2. Failing such a resolution, and if the dispute is arbitrable in law, either Party shall have the right to require that the dispute be referred to arbitration and that Party shall notify the other Party in writing of such requirement. Arbitration shall be held in Cape Town.

22.3. The dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by one Arbitrator appointed by said Foundation. The decision resulting from arbitration shall be final and binding on the Parties and may be made an Order of any court of competent jurisdiction.

22.4. The provisions of this Clause 22 shall not preclude any Party from access to an appropriate Court of Law for interim relief in the form of an interdict, mandamus or order for specific performance pending the outcome of arbitration. The Parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa for such purposes.

23. FORCE MAJEURE

23.1. If either Party is prevented or restricted from carrying out any of its obligations under the Agreement, with the exception of Customer's payment obligations herein, by any Force Majeure Event, the Party so affected shall, to the extent so prevented, be relieved of its obligations thereunder during the period of such event and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage (general, special or consequential) which the other Party may suffer due to or resulting from such delay or failure; *provided always* that written notice of the occurrence or event constituting force majeure shall be given within 24 (twenty four) hours by the affected Party.

23.2. The Parties agree that, should force majeure last more than 6 (six) weeks, the Party who has not invoked force majeure to excuse any non-performance of its obligations, may terminate the Agreement by giving 10 (ten) days' written notice to the other Party.

24. SUBCONTRACTORS

24.1. Unless expressly agreed to otherwise, Genii may subcontract or delegate its obligations under the Agreement to third party contractors. Genii is not obliged to disclose any of the terms of any such subcontract entered into.

24.2. Genii shall assume professional and technical responsibility for the performance of its subcontractors and ensure that each of its subcontractors complies with the terms, conditions and obligations of the Agreement, as they apply to Genii.

25. RELATIONSHIP

Nothing in this Agreement will be construed to imply a joint venture, partnership, principal-agent or employer-employee relationship between Genii and the Customer, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever.

26. ADVERTISING AND PUBLICITY

26.1. Neither Party shall make or permit to be made any public announcement concerning the existence, subject matter or terms of this Agreement or the relationship between the Parties without the prior written consent of the other Party, except as expressly permitted in this section.

26.2. Without detracting from what is set out in Clause 26.1 above, the Customer grants Genii and its Affiliates during the term of the Agreement the right to use the Customer's trade names, logos, and symbols ("Customer Marks") in its public promotional materials and communications for the sole purpose of identifying the Customer as a Genii customer. In the event of Clause 26.2 finding application Genii shall not modify the Customer Marks.

27. NON-RECRUITMENT

During the Agreement term and for a period of 12 (twelve) months thereafter, Customer and Genii agree not to recruit or attempt to recruit, divert or hire away any person who was an employee or independent contractor of the other Party during the term of this Agreement and who remains so at the time of any such recruitment, without the prior written permission of the other Party.

28. NOTICES

28.1. The Parties choose as their *domicilium citandi et executandi* for all notices and proceedings and for any other purposes arising from the Agreement, their respective addresses set forth in the head of the applicable Order (cover page). All notices shall be given in writing.

28.2. Notice will be deemed to have been given under the Agreement: (i) when delivered in person to the Party for whom it is intended; (ii) if left at recipient's address with receptionist during business hours on the date of delivery; (iii) if sent by an express courier with a system for tracking delivery, when received and/or (iv) if transmitted by email, when the email enters an information system designated or used for that purpose by the recipient and is capable of being retrieved by the recipient, in terms of section 23(b) of the ECTA.

29. CESSION AND ASSIGNMENT

29.1. Neither Party shall be entitled to cede, assign, transfer or make over any of their rights or obligations in terms of this Agreement without obtaining the prior written consent of the other Party, which shall not be unreasonably withheld.

29.2. Any cession/assignment by a Party will not relieve that Party of any obligations with respect to any warranty, condition, or obligation required to be performed by that Party under the Agreement.

30. AMENDMENT AND SEVERABILITY

This Agreement and/or any Order and any waiver of any right under this Agreement may not be amended or supplemented or given except in writing, signed by each of the Parties. If any provision of this Agreement and/or any Order should be found to be invalid or unenforceable, all of its other provisions will nonetheless remain in full force and effect to the maximum extent permitted by law.

31. NO WAIVER

No relaxation or extension which any Party may grant to another Party hereto to perform its obligations in terms of this Agreement shall prejudice or shall constitute an abandonment or novation of the first-mentioned Party's rights in terms of this Agreement.

32. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with reference to the subject matter mentioned herein and supersedes all previous understandings, negotiations and proposals as to such subject matter.

33. IMPLEMENTATION AND GOOD FAITH

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.

34. INTERPRETATION OF AGREEMENT

34.1. Headings of clauses are inserted for the purpose of convenience only and shall be ignored in the interpretation of this Agreement.

34.2. Any number of days prescribed 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.

34.3. Reference to a statute/statutory provision is reference to it as it is in force at the time, including any amendment and/or extension/re-enactment and any subordinate legislation.

34.4. Reference to any clause or schedule is reference to a clause or schedule in or part of this Agreement.

34.5. The expiration or termination of this Agreement does not affect such of its provisions which of necessity shall continue to apply after such expiration or termination.

34.6. The various documents forming part of this Agreement are to be taken as mutually explanatory. In the event of any conflict or inconsistency between the GTC and an Order, the terms of the Order shall prevail. In the case of ambiguities or discrepancies such ambiguities or discrepancies shall be resolved by way of Genii issuing an explanatory memorandum in relation to such ambiguities and or discrepancies and such explanatory memorandum shall be binding.

TERMS OF SERVICE AGREEMENT

SCHEDULE 1: MAINTENANCE AND SUPPORT

1. MAINTENANCE

- 1.1. Maintenance is provided through regular updates to the Genii Platform/Genii Software Solution, including error corrections, bug fixes and new minor and/or major version releases.
- 1.2. Error corrections, bug fixes, enhancements, minor and major version releases are at Genii's discretion.

2. SUPPORT AND ISSUE REPORTING

- 2.1. Support and Issue Reporting Process: Standard support consists of providing telephonic and e-mail advice to enable the identification and resolution of Customer issues with the usage of the Product. Resolution shall consist of advice, or the delivery of fixes and updates as detailed under Maintenance. The categorised priorities (as defined in the Priority Definition Tables) and target support response times relate to the support of the Product.
- 2.2. Support Desk Operating Hours: **South Africa Business Days** only, Monday to Friday from 08h00 to 17h00.
- 2.3. All support calls must be logged via email (appsupport@geniianalytics.com) or telephonically to the Support Desk.
- 2.4. Each service request received by the Support Desk shall immediately be logged and assigned a service ticket number and a Priority Level. The service ticket and priority level will be communicated to the Customer. The Support Desk shall then perform an initial diagnosis and determine, as far as reasonably practical, the cause of the incident.
- 2.5. The Support Desk shall advise the Customer when the incident / request has been resolved.
- 2.6. When tickets exceed agreed SLA's, the Customer will be informed, and escalation(s) and action(s) will be communicated with specific feedback intervals.

3. PRIORITY TABLES

3.1. Priority Definitions for System Issues and Incidents

Priority Level	Definition
1 (High)	> 50% of staff are affected and / or not able to perform their work
2 (Medium)	> 10% <50% of staff are affected and / or not able to perform their work
3 (Low)	< 10% of staff are affected and / or not able to perform their work

3.2. Priority Allocation for System Issues and Incidents

Priority Level	Response Time	Resolve / Restore Time
1 (High)	60 minutes	4 hours
2 (Medium)	60 minutes	12 hours
3 (Low)	60 minutes	48 hours

3.3. Priority Definitions for Product Requests and Enquiries

Priority Level	Definition
1 (High)	Simple and low volume requests that an Application Engineer can execute
2 (Medium)	More complex and greater volume requests that an Application Engineer can execute
3 (Low)	Requests that require further investigation and consultation with several internal and / or external stakeholders

3.4. Priority Allocation for Product Requests and Enquiries

Priority Level	Response Time	Resolve / Restore Time
1 (High)	60 minutes	24 hours
2 (Medium)	60 minutes	48 hours
3 (Low)	60 minutes	Confirmed per request

4. SUPPORT DESK CONTACT DETAILS

Telephone	+27 21 551 5307
Email	appsupport@geniianalytics.com
Working Hours	Business Days: 08:00 – 17:00
After Hours	Any time that is not South Africa Working Hours/Business Days: Requests received outside of office hours or business days will be forwarded to a standby resource and best efforts will be made to resolve / action