IT SERVICE LEVEL AGREEMENT

BETWEEN

JEC Technologies Pty Ltd **(the** "**Service Provider")**

AND

_____ **(the "Customer")**

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INFORMATION TECHNOLOGY MAINTENANCE AGREEMENT

DATED THIS _____ DAY OF _____ 20_____.

BETWEEN: **JEC Technologies** a company incorporated in Gauteng and having its registered office at Building 12 Somerset Office Park 5 Libertas rd, Bryanston Johannesburg 2021 (**the** "**Service Provider**");

AND: _____a   company incorporated in Gauteng and having its registered office at

_____

Tel: _____ (**the** "**Customer**").

1. RECITALS

A. The Service Provider has presented a proposal **(the "Proposa**l") to the Customer for the provision of maintenance and support for the Customer's information technology requirements **(the "Services").** The Proposal is for the provisions of the Services and has been prepared based upon an inspection by the Service Provider of all the computer hardware and software used by the Customer in the ordinary course of the Customer's Business conducted at the Customer's Premises.

B. The Proposal has also been prepared after a full and complete disclosure **(the "Disclosure")** by the Customer of all its needs and requirements in respect of the Information Technology requirements of the Customer's Business.

C. A copy of the Proposal and the Disclosure are respectively Schedule One and Schedule Two to this Agreement.
The Service Provider and the Customer have entered into this Agreement to set out the terms on which the Service Provider will maintain and support the Customer's Information Technology requirements.

BY THIS AGREEMENT, THE PARTIES AGREE AND DECLARE AS FOLLOWS

2. DEFINITIONS

These words and phrases have the following meanings:

Agreement means this agreement together with any amendments or modifications that might at any time be made to it and includes all Schedules and other attachments to it**.**

Business means the business currently conducted by the Customer at the Premises.

Confidential Information means:

(a)   all the Customer's information of whatsoever kind or nature that is expressed to be confidential either by the use of words such as "private", "in confidence", "strictly confidential", "not to be disclosed," and all other information which is by its nature is confidential, including but not limited to business records, employment records, any **personally identifiable information**, employment records, agreements or arrangements with customers, suppliers and/or contractors and advice and/or reports to the Customer;

(b)   all information of whatsoever kind or nature relating to the affairs of Third Parties in the possession of the Customer information and to which the Service Provider may have access at any time during the Term.

Confidential information *excludes* all information which is or becomes at any time in the public domain except where such information comes into the public domain because of any act or omission by a Party constituting a breach of this Agreement.

Customer means the company or individual named and described as such as a Party to this Agreement and includes all his or her or its lawful successors or assigns. **Personally, identifiable information** means any information that may be used to identify a natural living person, and where applicable an existing juristic person.

Fees mean the fees and rates set out in Item One of Schedule Three which the Customer must pay to the Service Provider for the provision of the Services.

Information Technology means all current software, programs, systems, electronic document retention, storage, and retrieval processes, and all other information technology of whatsoever kind or nature required by the Customer to efficiently conduct the Business and

includes all additional information technology which the Customer may acquire, develop, or create during the Term and which the

Service Provider agrees in writing to maintain and support under this Agreement.

Intellectual Property includes all the intellectual property of the Customer.

Law(s) means all applicable laws that in any way govern or regulate the terms of this Agreement, or anything done or to be done under it. Law includes all relevant statutes, regulations, codes of practice, and/or by-laws together with all amendments.

Maintenance Program means a program prepared by the Service Provider to provide the Services having regard to the Business, the Proposal, and the Disclosure, and includes any agreed amendment or modification to the Maintenance Program made during the Term.

Party means a Party to this Agreement and includes its, his or her lawful successors or assignees.

Premises_____

_____or such other place

to which the Customer may move the Business at any time during the Term of this Agreement.

Schedule means a schedule to this Agreement.

Service Provider means the company or individual named and described as such as a Party to this Agreement and includes all its lawful successors, or assigns.

Services mean all the maintenance, support, advice, and consulting services to be provided by the Services Provider to the Customer during the Term pursuant to the Proposal in respect of the Information Technology requirements.

The term means the period set out in Item Two of Schedule Three commencing from the date hereof provided that the Term may be a shorter period if this Agreement has been lawfully and properly terminated by a Party pursuant to this Agreement.

3. APPOINTMENT OF SERVICE PROVIDER

3.1 The Customer hereby appoints the Service Provider to provide the Services for the Term and the Service Provider hereby accepts its appointment and agrees to provide the Services to the Customer during the Term. Both Parties agree that the express provisions of this Agreement shall govern all their respective rights and obligations to each other, and no terms shall be implied into this Agreement unless by Law they cannot be excluded.

3.2 The Customer acknowledges that the Service Provider has in entering into this Agreement relied upon the Disclosure made by the Customer and that the Disclosure fully and comprehensively sets out all the needs and requirements of the Customer in respect of the Information Technology.

4. THE SERVICES

4.1 The Service Provider shall deliver services in accordance with the addendum(s) hereto attached.

4.2 Services Levels for each service attached may vary based on factors such as:

4.2.1 Levels of responsiveness purchased by the client or defined by the service addendum.

4.2.2 If the Service Provider engages external vendors to deliver any services under this Agreement, the service levels specified by those vendors shall apply, unless otherwise stated in this SLA or agreed upon in writing by both Parties.

4.3 Out-of-Bundle Time and Work Billing

4.3.1 If the Client requests services that are outside the scope of this SLA or beyond the agreed-upon support hours, the Service Provider may provide such services at its discretion, subject to availability.

4.3.2 Out-of-bundle services shall be billed at an ad-hoc rate of R895 ex VAT per hour, unless otherwise agreed upon in writing by both Parties.

4.3.3 The Parties may agree to addendums to this SLA to cover additional services, such as site connectivity, license management, and subscriptions. Any such addendums shall be agreed upon in writing and signed by both Parties.

4.4 The Service Provider may (but is not obliged) from time to time make recommendations, directions, and/or give advice to the Customer in respect of upgrades or uses of Information Technology, hardware, componentry, software, and any available alternatives for the use and /or storage of electronic information.

4.5 The Service Provider may use employees or consultants to provide the Services.

4.6 Where the Service Provider uses employees or consultants to carry out the Services, the Service Provider must ensure that they are all competent, experienced, trained, and otherwise suitable to perform the Services. The Service Provider will be exclusively responsible for all the acts, omissions, and conduct of its employees and consultants.

4.7 Where the Customer acquires upgrades, new software systems, new hardware, or other computer componentry without consulting the Service Provider, the Service Provider may refuse to maintain such new electronic systems and hardware under this Agreement or may increase the Fees to cover any additional maintenance requirements.

4.8 The Customer must ensure that all its employees that are permitted users of its Information Technology are competent and trained and do not misuse or recklessly or negligently damage the Information Technology.

4.9 The Customer must ensure that all its employees understand and follow the required processes agreed with the Service Provider (such as Ticket or request logging, etc).

4.10 In the event that the Customer ceases to carry on Business at the address of the Premises at the date of this Agreement and moves the Business to another address (the New Premises) and the New Premises are located more than twenty-five kilometres from the Premises then in that event, the Service Provider may, if such relocation involves the Service Provider's personnel in having to travel a greater distance to perform the Services, terminate this Agreement by giving the Customer three months prior written notice to that effect. A termination of this Agreement under this clause will not constitute a breach of the Agreement and will not entitle the Customer to any compensation or damages whatsoever.

4.11 The Service Provider will from time to time as reasonably requested by the Customer conduct acceptance testing of all Services, namely such tests as either Party may require ensuring that the Information Technology continues to meet the Customer's

requirements. If acceptance testing is unsuccessful, the Service Provider will remedy the fault/s pursuant to the Services set out in this clause. Acceptance testing will form part of the Fees. In the event that the Service Provider is unable to remedy any fault within a reasonable period, the Customer may terminate this Agreement by giving one month's prior written notice to that effect. Such termination will not entitle either Party to claim damages or compensation from the other.

5. ACCESS TO PREMISES AND CO-OPERATION

5.1 The Customer must give the Service Provider, its employees, and consultants all reasonable access required to the Premises and the Information Technology during ordinary business hours on workdays to enable the Service Provider to carry out and provide the Services. The Customer acknowledges that such access may cause interruption and disruption to the Business whilst such maintenance is being carried out.

5.2 If requested by the Service Provider (acting reasonably) to shut down or not use the whole or any part of its Information Technology so as to allow the Service Provider to provide the Services, then the Customer must promptly shut down and cease using the Information Technology until permitted by the Service Provider to resume use.

5.3 The Customer must ensure that all its staff co-operates with the Service Provider, its employees, and consultants at all times and provide them with all reasonable support and assistance as may be reasonably required.

5.4 The Customer must at all times ensure that the Premises are safe for the Service Provider, its employees, and consultants to provide the Services.

5.5 Any refusal to give reasonable access to the Premises in ordinary office hours on workdays to the Service Provider, its employees, or consultants or any refusal or failure to cooperate or provide reasonable support and assistance will for all purposes of this Agreement be a breach of an essential term of this Agreement and will be regarded as a wrongful repudiation by the Customer of this Agreement.

6. FEES AND PAYMENT

6.1 The Customer will pay the Service Provider the Fees for the Services in accordance with the rates specified in SCHEDULE ONE. The Fees must be paid by the Customer within 7 days of receipt of a tax invoice from the Service Provider setting out the Fees charged, the Services provided and the date the Services were provided unless agreed in writing by both parties.

6.2 The Service Provider must promptly and from time to time and at least monthly render to the Customer a tax invoice for the Services provided. The Service Provider will email the tax invoice and it will be deemed received on the date of emailing.

6.3 Where a tax invoice is not paid in full by the Customer within 14 days of its receipt or deemed receipt, a past due payment fee of R2973 may be charged by the Service Provider to the Customer for each period of seven (7) days or part thereof that the tax invoice remains unpaid.

6.4 The Service Provider will charge the Customer and the Customer will be liable to pay any and all bank, merchant, and other fees and charges incurred by the Service Provider arising from any dishonoured payments from the Customer.

6.5 Where there is a change in the Business or a change in the Information Technology during the Term, the Service Provider may at its discretion vary by increasing or decreasing the Fees to reasonably reflect any changes in the Services. The Service Provider must give the Customer 30 days prior written notice of any variation in the Fees. The Customer may within that time if it does not accept that variation by notice in writing to the Service Provider, terminate this Agreement. Such termination will take effect immediately and will not be a breach of this Agreement. From such termination, the Customer will cease to be liable for any further Fees but must pay all Fees rendered and unpaid up to the date of termination. This provision will continue to be enforceable notwithstanding termination.

7. EXCLUSIVITY

7.1 The Customer must not without the express prior written consent of the Service Provider The Customer will only use the Service Provider during the Term for the provision of the Services. This is an essential term of this Agreement.

7.2   The Customer must not without the express prior written consent of the Service Provider permit any other person to interfere with, alter or change the Information Technology.

8.   RECOMMENDATIONS

8.1 The Service Provider may from time to time give reasonable advice and/or recommendations **(the "Service Provider Recommendations")** as to the use, storage, and maintenance of the Information Technology and as to the acquisition of software and new operating systems. The Customer must ensure that it and its employees promptly follow any such advice and carry out the Service Provider's Recommendations.

8.2 If the Customer does not promptly follow the Service Provider Recommendations, then after 30 days of such recommendations being given, the Service Provider may at its absolute discretion and its sole option:

a) suspend the Services until the Service Provider Recommendations are followed; or

b) terminate this Agreement by giving the Customer written notice to that effect; or

c) increase the Fees for the Services by giving the Customer written notice to that effect setting out the new Fees for the Services; or

d) continue to provide the Services for the same Fees.

8.3 If the Service Provider elects to increase the Fees pursuant to Clause 7.2(c), the Customer may within 14 days of receiving the notice of the increase of Fees terminate this Agreement by giving the Service Provider notice in writing to that effect. This Agreement will be terminated on the date of receipt of that notice by the Service Provider. The Customer will be liable for all outstanding Fees rendered up to the date of such termination and this liability will be enforceable notwithstanding termination.

8.4 The Customer may from time to time require the Service Provider to give advice and make recommendations **("Requests for Advice")** as to any aspect of the Information Technology and the Service Provider will promptly, competently, and professionally respond to such Request for Advice.

8.5 The Service Provider will not be liable for any loss or damage that the Customer might sustain as a direct or indirect result of any Service Provider Recommendations or responses to Requests for Advice being followed unless they were made recklessly or were knowingly and deliberately wrong.

9. CONFIDENTIALITY

9.1 The Service Provider must keep any Confidential Information it becomes aware of strictly confidential and must not without the express prior written consent of the Customer use or disclose such information to any third Party.

9.2 The Service Provider must only use Confidential Information of which it becomes aware for the proper and legitimate purposes of carrying out the Services. In so doing the Service Provider must take all reasonable steps to ensure that such Confidential Information is secure and that no third parties can directly or indirectly access such Confidential Information.

9.3 Where the Service Provider by act or omission places at risk any Confidential Information of the Customer or places at risk any intellectual property of the Customer or the intellectual property of any third party, then the Customer may take all reasonable steps, including refusing access to the Premises (without being in breach of this Agreement) and including seeking injunctive relief to protect such Confidential Information and/or such intellectual property. In the event of the Customer seeking injunctive relief, the successful Party will be entitled, in addition to such relief and notwithstanding any other provision of this Agreement limiting liability, to the benefit of any consequential costs order in its favour. This is covered in the POPI (Protection of Personal Information) Policy and the PAIA (Promotion of Access to Information Act) (Promotion of Access to Information Act) Manual

10. LIMITATIONS OF WARRANTIES AND LIABILITY

10.1 To the fullest extent permitted by law, the Service Provider makes no representation or gives any warranty in respect of the provision of the Services except that it will carry

out the Service competently, professionally, and to the best of its ability having regard to the Proposal, the Disclosure, and the terms of this Agreement.

10.2 To the fullest extent permitted by law, the Service Provider expressly disclaims all implied warranties and conditions, including without limitation implied warranties as to merchantability, fitness for purpose of the Services, and the non-infringement of third-party intellectual property in carrying out the Services, except where such infringement is known by the Service provider beforehand.

10.3 The Customer expressly acknowledges that the Service Provider is not liable to the Customer for any loss or damage (including loss of profits) of whatsoever kind or nature and however arising from:

    a) any delay in the Service Provider attending the Premises to fix any breakdowns;

    b) any failure by the Service Provider to fix any breakdown;

    c) any inability of the Customer to access the Information Technology;

    d) any disruption or interference with the Business as a direct or indirect consequence of the Services being carried out or provided.

10.4 The Service Provider will not be liable for any costs, expenses, loss, liability, or damage (whether direct or consequential) of any kind suffered by the Customer due to:

    a) any of the Information Technology is properly in the possession or control of the Service Provider;

    b) the Information Technology failing to operate at any time or times during the Term for whatever reason;

    c) any non-deliberate inaccuracy, error, or omission on the part of the Service Provider in carrying out the Services including without limitation inaccuracies, errors, or omissions as a result of the Service Provider's negligence;

    d) any delay, failure, or error in the provision of the Services because of any circumstance beyond the Service Provider's reasonable control including, without limitation, failure of any communications network or system or electronic power surges, overloads, failures, or blackouts.

10.5 To the fullest extent permitted by law, the Service Provider excludes all liability for indirect and consequential loss including without limitation the loss or corruption of the Information Technology, loss of revenue, loss of profits, failure to realize expected

profits or savings, and any other commercial or economic loss of any kind arising from this Agreement or the provision of any of the Services by the Service Provider.

10.6 The Customer acknowledges that:

   a) it does not rely upon any prior statement, undertaking, or representation made or given by or on behalf of the Service Provider before this Agreement is entered into;

   b) it is fully aware of the contents of these terms and conditions and all documents referred to herein and has had the opportunity before signing this Agreement to obtain independent legal advice on its terms and the terms of all other related documents;

   c) to the fullest extent permitted by law the Customer waives any cause of actions or rights it may have at any time hereafter. To the extent that any liability of the Service Provider under any Act cannot be excluded, the Service Provider's liability is limited to either:

      (i)   the supply of the Services by the Service Provider under these terms and conditions again; or

      (ii) the payment of the cost of having another person provide again to the Customer similar services as the Services supplied by the Service Provider under these terms and conditions.

10.7 Provided that if any event, circumstance, act, or omission (**the "Event"**) occurs which would but for the limitations or exclusions of liability in this clause entitle the Customer to bring a claim against the Service Provider, then that Event will entitle the Customer to forthwith by written notice to the Service Provider terminate this Agreement. In such circumstances the Term will be at an end on the Service Provider receiving such Notice and neither Party will be entitled to claim any compensation from the other. Provided however where there are any outstanding Fees, the Customer must at the time it serves such notice also pay all such outstanding Fees. The obligation to pay outstanding Fees is not affected by the termination.

11. DEFAULT

11.1 In addition to any other provision in this Agreement, the occurrence of any one or more of the following events constitute a default (an **"Event of Default"**):

a) failure to pay any sum (including Fees) within fourteen (14) days after written notice being given by the Service Provider to the Customer to the effect that such payment has not been received by the Service Provider;

b) breach of any other provision of this Agreement where such breach is not remedied within fourteen (14) days of a written notice being given by the Party, not in default to the Party in default requiring such breach to be rectified.

11.2 Where a breach is incapable of remedy and where the breach by one Party causes material and irreparable damage or loss to the other then the Party not in breach may, notwithstanding anything elsewhere in this Agreement, immediately terminate this Agreement by written notice to that effect to the other Party in default.

11.3 Upon the occurrence of an Event of Default, the Party not in default may at its sole option, exercise any or all of the following remedies:

a) demand in writing that the Party in default remedy the breach;

b) where the Party in default is the Customer, suspend the provision of the Services until the breach has been remedied;

c) where the Party in default is the Service Provider, suspend the payment of the Fees until the breach has been remedied;

d) subject to any limitations in this Agreement claim damages from the Party in default;

e) exercise a lien over any property of the Party in default in the possession of the Party not in default to secure compliance with this Agreement by the Party in default.

12. EARLY TERMINATION

12.1 Notwithstanding anything elsewhere contained if the Customer ceases to carry on the Business it may terminate this Agreement by giving the Service Provider three (3) months prior written notice or immediately by written notice and paying to the Service Provider an amount equal to three months' Fees.

12.2 The Service Provider may terminate this Agreement at any time by giving notice in writing to the Customer in the event of the Customer breaching any of its obligations under this Agreement or failing to pay any of the Fees when due and the Customer failing to remedy that breach or make such payment within 14 days of being requested by notice in writing from the Service Provider to remedy the breach.

13. WARRANTIES BY THE CUSTOMER

13.2 The Customer warrants to the Service Provider that all information which it has provided to the Service Provider in the Disclosure and subsequent thereto and which the Service Provider has reasonably relied on in assessing any quotation, making the Proposal, or giving an estimate of the resources necessary to perform the Services is accurate, complete, and not misleading in any way.

13.3 The Customer warrants to the Service Provider that it has not withheld any material information about the Information Technology or its Business and that all the Customer's relevant employees who use the Information Technology in the Business are competent and experienced and suitably trained in using the Information Technology.

14. PASSWORDS AND ACCESS CODES

14.1 All passwords and access codes to any of the Information Technology at all times remain the sole and exclusive property of the Customer and must not be used or disclosed by the Service Provider except for the proper and lawful purposes of providing the Services.

14.2 Notwithstanding anything elsewhere contained, on termination of this Agreement the Service Provider must disclose and hand over to the Customer all passwords, and access codes that it has or knows, and which are reasonably required by the Customer to use or access the Information Technology.

14.3 Notwithstanding any other provision of this Agreement, the Service Provider must not claim any lien over any access codes or passwords. Compliant with the POPI Policy and the PAIA Manual

15. INTELLECTUAL PROPERTY

15.1   The Parties acknowledge and agree that nothing in this Agreement confers any right or interest whether at Law or in equity in the Intellectual Property of the other Party.

15.2   The Customer acknowledges and agrees that no aspect of the Services performed by the Service Provider which involves the development of any products or systems may be altered, reproduced, reverse-engineered, stored in a retrieval system, or transmitted to any third party by the Customer or any contractor, employee, agent, or related entity of the Customer.

15.3   The Customer acknowledges and agrees that the Service Provider owns all intellectual property created by the Service Provider to enable it to perform the Services.

16. NOTICES

16.1   All notices under these terms and conditions must be in writing. Unless delivered personally, all notices must be addressed to the appropriate addresses noted in this Agreement or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been received two days after the posting if mailed in accordance with these terms. Any notice sent by facsimile or electronically shall be deemed received on the day after the day of sending.

16.2   A notice shall be deemed to be in writing if sent by post or by any form of electronic communication that is electronically date stamped or which produces an electronic record of the date and time of sending, including without limitation emails and facsimiles.

16.3   A notice shall be provided upon the point of collection of all customers' personally identifiable information. This notice will stipulate the customer information required for the fulfillment of the agreement; the purpose of the information collected and the customer's rights relating to such personal information.

17. GENERAL

17.1 No waiver of any right or remedy will be effective unless in writing and shall not operate as a waiver of that right or remedy or any other right or remedy on a future occasion.

17.2 Every provision of these terms and conditions is intended to be severable and the deletion, invalidity, or unenforceability of any provision does not affect the enforceability and validity of any other provision.

17.3 If any term or provision is illegal, invalid, or unenforceable there shall be added automatically as a part of these terms and conditions a provision as similar in terms as necessary to render such provision legal, valid, and enforceable.

17.4 Nothing in these terms and conditions shall be deemed or construed to constitute or create a partnership, association, joint venture, employment relationship, or agency between the Parties.

17.5 Neither Party will be responsible for any failure to comply with the terms of this Agreement or any loss or damage to the other where such failure, loss, or damage is unforeseen and due to causes beyond its reasonable control. These causes include but are not limited to terrorism, acts of terror, fire, storm, flood, earthquake, explosion, accident, interruption to services, industrial disputes, war, rebellion, insurrection, and acts of God.

17.6 The Parties acknowledge that the provisions of this Agreement represent and contain the whole of their agreement in respect of the subject matter of the Agreement and that no prior representations, undertakings, and understandings shall be construed as imposing or implying any term into this Agreement. All implied terms that can be expressly excluded by the Parties are hereby expressly excluded.

17.7 This SLA, together with any addendums, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether oral or written.

17.8 Any amendment or modification to this SLA must be in writing and signed by authorized representatives of both Parties.

18. Governing Law and Jurisdiction

18.1 This SLA shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflicts of law provisions. Any disputes arising out of or in connection with this SLA shall be subject to the exclusive jurisdiction of the courts of South Africa.

19. SIGNATURE PAGE

SIGNED as an AGREEMENT by the Parties on the day and year first mentioned.

SIGNED BY   )

JEC Technologies   )

in the presence of:)

)   Director

_____

Signature of Witness   Print Name:

Print Name:

                                       Director/Secretary

                                       Print Name:

SIGNED BY   )

_____)

_____)

in the presence of:)   Director

                                        Print Name:

_____

Signature of Witness

Print Name: Director/Secretary

                                       Print Name:

20. SCHEDULE ONE

PROPOSAL:

[If you as Service Provider have previously provided the Customer with a formal proposal, replace this page with a copy of that proposal and insert the words 'SCHEDULE ONE" at the top of the page]

21. SCHEDULE TWO

DISCLOSURE:

[If the Customer has previously provided you as the Service Provider with a formal disclosure, replace this page with a copy of that disclosure and insert the words 'SCHEDULE TWO' at the top of the page]

22. SCHEDULE THREE

23. ITEM ONE: FEES & RATES:

Fee incl VAT
Monthly retainer fee

24. ITEM TWO: TERM

12 Months or more and the details with that as per the agreed proposal