Terms and Conditions

JEC Technologies Group (Pty) Ltd | Reg. 2017/337579/07 | VAT 4150279042 | Second Floor, The Zone, 177 Oxford Road, Rosebank, 2196

VERSION V2026.2.2

This page reproduces the general and service-specific terms of the JEC Technologies Master Services Agreement.

These terms follow introductory recitals in which JEC Technologies Group (Pty) Ltd is recorded as a South African IT managed services provider and Microsoft Cloud Solution Provider supplying products, professional services and governance-led managed services to the Client under Part One read together with the applicable Order Form, Statement of Work or Service Schedule.

Part One — General Terms

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions** In this Agreement, unless the context clearly indicates otherwise, the following words and expressions bear the meanings assigned to them below, and cognate expressions bear corresponding meanings:

“Agreement”
means Part One – The General Terms, being the general Client terms and conditions, read together with every Order Form, Statement of Work, Service Schedule and Schedule executed or accepted by both parties from time to time, and the Client’s completed electronic debit order mandate contemplated in Schedule 4;

“B-BBEE”
means Broad-Based Black Economic Empowerment as defined in the Broad-Based Black Economic Empowerment Act 53 of 2003 and the Codes of Good Practice issued under it;

“Business Day”
means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;

“Business Hours”
means 08h00 to 17h00 South African Standard Time on a Business Day;

“Change Request”
means a written request to amend the scope, timeline or price of a Service, dealt with under clause B2;

“Client”
means the legal entity identified as such in the applicable Order Form, Statement of Work or Service Schedule who receives the Services;

“Commencement Date”
means, in respect of each Service, the single date on which that Service commences, being the date stated as such in the relevant Order Form, Statement of Work or Service Schedule, or, where no date is stated, the date on which JEC Technologies first makes that Service available to the Client. For the avoidance of doubt, this is the only trigger for commencement of a Service; billing for that Service and the running of its committed term both begin on its Commencement Date.

“Confidential Information”
means information of a confidential nature disclosed by either party to the other in any form, whether marked confidential, including without limitation pricing, security architecture, methodologies, and Personal Information;

“Consumer”
means a “consumer” as defined in the Consumer Protection Act 68 of 2008 (“CPA”) — broadly, a natural person, or a juristic person whose asset value or annual turnover is below the applicable prescribed threshold (currently R2 million);

“Default Interest Rate”
means ten percent (10%) per annum, compounded monthly, subject to clause 6.4;

“Deliverable”
means a specific, tangible or documented output developed by JEC Technologies for the Client under a Statement of Work; “Effective Date” in contrast to the Commencement Date, means the date on which the last party signs this Agreement, or, if earlier, the date the Client signs its first Order Form referring to these terms;

“Force Majeure Event”
means any event or circumstance beyond a party’s reasonable control, including acts of God, war, civil unrest, natural disaster, pandemic, national electricity grid failure or load-shedding in excess of scheduled levels published by the applicable utility from time to time, or the failure of an Upstream Supplier’s infrastructure;

“GDAP”
means Granular Delegated Admin Privileges, being the least-privilege administrative access model Microsoft makes available to a partner for the management of a client’s tenant;

“Governance Framework”
means JEC Technologies’ governance-led managed services model, comprising the Modules and service tiers described in Part C, being part of the Services available under this Agreement;

“JEC Technologies”, “the Company”, “we”, “us” or “our”
means JEC Technologies Group (Pty) Ltd (Registration No. 2017/337579/07), having its registered address at Second Floor, The Zone, 177 Oxford Road, Rosebank, 2196, South Africa;

“Managed Services”

means the recurring, governance-led services provided under Part C;

“Module”
means one of the five managed-services modules described in Part C and Schedule 7: M1 (Workplace Operations), M2 (Compute and Cloud Platforms), M3 (Network and Security Controls), M4 (Data Protection and Resilience), and M5 (Governance and Financial Control);

“NCE”
means Microsoft’s “New Commerce Experience” commercial model, under which annual commitments for Microsoft 365 and related subscriptions are payable in full for their committed term;

“Operator Agreement” or “Sub Operator Agreement”
means the data processing agreement in the form of Schedule 5, or such other formal Data Processing Agreement as the parties or a sub operator may execute with JEC Technologies, referred to in clause 15.7;

“Order Form”
means the document, distinct from a Quotation, by which the Client places a binding order for Services or Products, being either a signed order document in JEC Technologies’ standard form or a Quotation that has been accepted in writing by the Client with in its validity period (see clause 3);

“PASA”
means the Payments Association of South Africa;

“Personal Information”
has the meaning given in POPIA;

“POPIA”
means the Protection of Personal Information Act 4 of 2013;

“Products”
means hardware, software licences and third-party technology products resold by JEC Technologies under Part A;

“Professional Services”
means project-based, once-off services delivered under a Statement of Work, governed by Part B;

“Quotation”
means an indicative, non-binding written offer of Services or Products issued by JEC Technologies, which becomes binding only once accepted by the Client in accordance with clause 3, and which is superseded on acceptance by the resulting Order Form;

“Responsible Party” and “Operator”
bear the meanings given to those terms in POPIA. In delivering the Services, JEC Technologies acts as the Client’s Operator; the Client remains the Responsible Party for Personal Information processed in connection with the Services;

“ROE”
means the rate of exchange between the South African Rand and the relevant foreign currency prevailing on the applicable date;

“RPO” and “RTO”
mean, respectively, Recovery Point Objective (the maximum data loss, measured in time) and Recovery Time Objective (the maximum time to restore a system), as stated in the applicable Service Schedule;

“Services”
means the South African information technology managed services and Microsoft Cloud Solutions offered and provided by JEC Technologies, including (i) the supply of the Products, (ii) project-based professional services, and (iii) recurring, governance-led managed services, including backup and data protection services, as further described in this Agreement.

“Service Charges”
means the fees payable by the Client as set out in the applicable Order Form or Service Schedule;

“Service Level Agreement” or “SLA”
means the availability and response-time commitments applicable to the Client’s service tier, as set out in the applicable Service Schedule;

“Service Schedule”
means the document specifying the Modules, service tier, quantities, pricing, committed term and SLA commitments applicable to a Managed Services engagement (including, where applicable, backup services under Part D);

“Statement of Work” or “SOW”
means the document specifying the scope, deliverables, phases, resource roles and fees applicable to a Professional Services engagement;

“Sub-Operator”
means a third party engaged by JEC Technologies to process Personal Information on JEC Technologies’ instructions in connection with the Services, bound by a Sub-Operator Agreement in the form of Schedule 6 or equivalent terms;

“Upstream Supplier”
means any third-party vendor, carrier, cloud provider or licensor whose products or services are incorporated into or underpin the Services, including Microsoft, ConnectWise LLC, connectivity carriers, and hardware manufacturers.

1.2 Interpretation

1.2.1 **Statutory references.** References to statutes include amendments and re-enactments from time to time.

1.2.2 **The in duplum rule.** The common-law in duplum rule applies to all interest accruing under this Agreement: notwithstanding clause 6.4, arrear interest ceases to accrue once the total unpaid interest equals the outstanding capital amount, whereafter interest resumes accruing only on payments that reduce the capital.

1.2.3 National Credit Act. Where a client's obligations under this Agreement could constitute the extension of incidental credit for purposes of the National Credit Act 34 of 2005 ("NCA"), JEC Technologies will comply with the applicable provisions of the NCA to the extent they are triggered; nothing in this Agreement is intended to constitute a credit agreement to which the NCA applies where an exemption (including the incidental credit agreement exemption) is available.

1.2.4 Headings. Headings are for convenience only and do not affect interpretation.

1.2.5 Time for performance. Where a provision requires JEC Technologies to act "immediately" or "as soon as reasonably possible," this means without delay having regard to the nature of the event, and in any event within any outer time limit separately stated in that provision.

2. STRUCTURE AND APPLICATION OF THIS AGREEMENT

2.1 Component documents. This Agreement is made up of the following:

2.1.1 Part One – General Terms incorporating clauses 1 – 19, which applies to all Clients and related engagements;

2.1.2 Parts A to D, which apply only to the extent the corresponding Services are identified in an Order Form, Statement of Work or Service Schedule, which parts cover: (a) the supply of Products and connectivity services (Part A); (b) Professional Services (Part B); (c) Managed Services (Part C); and (d) Backup and Data Protection Services (Part D).

2.1.3 The operative documents which are annexed as Schedules, being as follows: i) the Order Form (Schedule 1), ii) the Statement of Work (Schedule 2), iii) the Service Schedule and Backup Scope Annexure (Schedule 3), iv) the Electronic Mandate Notice (Schedule 4), and v) the Operator Agreement and Sub Operator Agreements (Schedule 5).

2.2 Scope of Services. This Agreement governs every engagement between JEC Technologies and the Client, in respect of the Services, which for the avoidance of doubt, depending on the Order Form, Statement of Work or Service Schedule, completed by the Client, includes: (a) the supply of Products and connectivity services (Part A); (b) Professional Services (Part B); (c) Managed Services (Part C); and (d) Backup and Data Protection Services (Part D).

2.3 Order Form required before Services commence. An Order Form, Statement of Work or Service Schedule must be accepted in accordance with clause 3 or 4 before any Services commence.

2.4 Order Form prevails on conflict. Where an Order Form, Statement of Work or Service Schedule conflicts with Part One-General Terms on a specific point, the Order Form, Statement of Work or Service Schedule prevails on that point.

2.5 Parts A to D prevail on conflict. Where Parts A to D conflict with Part One-General Terms in respect of the Services they govern, Parts A to D prevail.

2.6 Written instruction required. No Services are delivered other than pursuant to a written Order Form, Statement of Work or Service Schedule, save that verbally requested out-of-scope work may become chargeable strictly in accordance with the confirm-or-withdraw mechanism in clause B2.3.

2.7 Consumer's attention to bold provisions (CPA section 49). Where the Client is a Consumer, its attention is specifically drawn, in accordance with section 49 of the CPA, to every provision of this Agreement that is presented in bold and marked IMPORTANT, being those provisions that limit JEC Technologies' liability, impose risk or a material obligation on the Client, or require the Client to acknowledge a fact. Nothing in this Agreement limits any right conferred on a Consumer by the CPA that cannot lawfully be excluded by agreement.

3. QUOTATIONS

3.1 Quotations are non-binding. JEC Technologies may issue the Client a Quotation. A Quotation is an indicative offer only and does not bind JEC Technologies until accepted by the Client in writing within its stated validity period.

3.2 Quotation validity period. Where no validity period is stated on a Quotation, it expires fourteen (14) calendar days after its date of issue. Acceptance after expiry does not bind JEC Technologies to the quoted price or scope; the Client must request a reissued Quotation.

3.3 Acceptance creates the Order Form. On the Client's written acceptance of a Quotation within its validity period, the Quotation is superseded by, and becomes, the binding Order Form between the parties.

4. ORDERS AND CREDIT APPROVAL

4.1 Placing an order. The Client orders the Services (or Products) by submitting a signed Order Form, Statement of Work, or by accepting a Quotation in accordance with clause 3.

4.2 Credit assessment. Before accepting an Order Form, JEC Technologies may conduct a credit assessment of the Client. By submitting an Order Form, or accepting a Quotation as per clause 3.3, the Client consents to JEC Technologies making the enquiries of registered credit bureaux reasonably necessary for that assessment, for the purpose of, and only for the purpose of, assessing the Client's creditworthiness.

4.3 Formation of a binding agreement. Acceptance of an Order Form or by accepting the Client's written acceptance of a Quotation in accordance with clause 3, whatever the case maybe, by JEC Technologies, constitutes a binding agreement between the parties on the terms of this Agreement and that Order Form.

4.4 Right to decline an order. JEC Technologies may decline an Order Form or a written acceptance of a Quotation by a Client in accordance with clause 3, in its discretion and without obligation to give reasons, provided that no fees have been charged to the Client in respect of that Order Form or Accepted Quotation. Any amount paid by the Client before JEC Technologies declines an Order Form /Quotation is refunded by JEC Technologies in full within ten (10) Business Days.

4.5 Personal security as a condition. Where the Client's credit assessment indicates that personal security is warranted, JEC Technologies may require the Client to sign a Deed of Suretyship as a condition of accepting an Order Form, on the basis recorded in clause 19.4.

5. TERM AND COMMENCEMENT

5.1 Commencement and duration. Notwithstanding when the Services are provided, Part One-the General Terms of this Agreement commence on the Effective Date and continue until terminated in accordance with clause 12.

5.2 Committed term and renewal. Each Order Form or Service Schedule records its own committed term, running from the Commencement Date of the Service(s) to which it relates. On expiry of a committed term, the relevant Service continues on a month-to-month basis on the same terms until either party gives the other thirty (30) days' written notice of non-renewal.

5.3 IMPORTANT — Consumers under section 14 of the CPA. Where the Client is a natural person protected by section 14 of the CPA: (a) the fixed term of a Service will not exceed twenty-four (24) months; (b) JEC Technologies will notify the Client of the impending expiry of a fixed term between forty (40) and eighty (80) Business Days before expiry; and (c) the Client may cancel a fixed-term Service at any time on twenty (20) Business Days' written notice, subject to a reasonable cancellation charge determined in accordance with the CPA regulations, in lieu of the charges in clause 7.

5.4 General Provisions apply from the Effective Date. For the avoidance of doubt, the general provisions of Part One-General Provisions bind both parties from the Effective Date, irrespective of whether any Service has yet commenced.

6. FEES, INVOICING AND PAYMENT

6.1 Invoicing of recurring charges. Monthly recurring Service Charges per-user Managed Services are invoiced monthly in advance - i.e. billed before the month of service.

6.2 Invoicing of usage-based charges. Usage-based charges – being metered consumption are invoiced in arrears - i.e. after the usage occurs once known.

6.3 Invoicing of Professional Services fees. Professional Services fees are invoiced as set out in the applicable Statement of Work.

6.4 Payment terms. Invoices are payable within five (5) Business Days of the invoice date, unless the Order Form states otherwise. All amounts are exclusive of value-added tax and other applicable taxes, which are payable by the Client in addition to the stated amount. The Client is responsible for its own bank charges.

6.5 Liability for Service Charges. The Client remains liable for Service Charges whether or not it has received the corresponding invoice. Where the Client has not received an invoice, it must request a copy, which JEC Technologies will provide without delay.

6.6 IMPORTANT. Amounts not paid by their due date attract interest at the Default Interest Rate, accruing daily from the due date until payment in full, subject to clause 1.2.2 (the in duplum rule).

6.7 IMPORTANT — Exchange rate adjustment. Prices for hardware, software licences and foreign-currency-denominated Services are calculated at the ROE prevailing on the date of the Quotation. Where the ROE moves before JEC Technologies places the corresponding order with its Upstream Supplier, JEC Technologies may adjust the price to the ROE prevailing on the date of that order. Where such an adjustment would increase the price by more than five percent (5%) above the quoted price, JEC Technologies will first obtain the Client's written approval before proceeding.

6.8 IMPORTANT — Microsoft price increases. Where Microsoft increases its published Cloud Solution Provider price list for Microsoft 365, Azure or related services, JEC Technologies may pass that increase through to the Client on thirty (30) days' written notice. The increase will not exceed Microsoft's then-current published price list, as amended by Microsoft from time to time, and JEC Technologies will provide the Client with a copy of the relevant Microsoft notice on request. Such an increase does not constitute an amendment to this Agreement re quiring the Client's consent. Where a Microsoft-driven increase materially increases the Client's monthly charges, the Client may terminate the affected licences, without an early termination charge, at the end of their then-current Microsoft commitment term.

6.9 Debit order mandate — Billdozer/Netcash. Recurring Service Charges are collected by debit order through Billdozer, a payment platform certified by Netcash (Pty) Ltd, a registered PASA Systems Operator. Following execution of this Agreement, JEC Technologies will issue the Client a unique Billdozer mandate link; the Client must complete the electronic mandate within ten (10) Business Days (Schedule 4). The Client enters its banking details directly and securely into the Billdozer portal; JEC Technologies does not capture, see or store those details. The key mandate terms, which are aligned verbatim with the Billdozer portal terms, are: (a) the mandate authorises collection of the variable amount reflected on each month's invoice; (b) where the scheduled collection date falls on a Sunday or a public holiday, collection occurs on the preceding Business Day; (c) the Client may cancel the mandate on twenty (20) Business Days written notice provided all outstanding amounts are settled, but cancellation of the mandate does not cancel this Agreement or the Client's payment obligations; and provided further that in the event of the cancellation of the Billdozer mandate, that the Client establishes an alternative payment method acceptable to and confirmed in writing to JEC Technologies, within the same twenty (20) Business Days' cancellation period and provided further that any failure to establish such an alternative payment method will be viewed as a default of this Agreement; and (d) the mandate may be assigned to a third party only where this Agreement is simultaneously assigned to that same party, subject to JEC Technologies' prior written approval.

6.10 Querying an invoice. The Client must raise any dispute as to an invoice in writing within ten (10) Business Days of receipt of that invoice (or deemed receipt under clause 18), stating the disputed amount and reasons. JEC Technologies will investigate and respond within ten (10) Business Days. The undisputed portion of an invoice remains payable by its due date. Failure to raise a dispute within the ten-Business-Day period constitutes acceptance of the invoice, save where the invoice contains a manifest error or was procured by fraud.

6.11 Failed debit orders. Where a debit order fails for insufficient funds, account closure or bank rejection, any return fee levied by Billdozer/Netcash is passed through to the Client at cost. The Client furthermore must settle any outstanding amounts in advance by electronic funds transfer or by way of an alternative method within five (5) Business Days of notice, subject to the provisions of clause 6.9(c).

6.12 Three (3) or more debit orders fail. Where three (3) or more debit orders fail within any rolling twelve-month period, JEC Technologies may cancel the debit order arrangement and require payment in advance by electronic funds transfer.

6.13 IMPORTANT — Annual price escalation (Managed Services). Managed Services pricing escalates once in every twelve-month period, on the anniversary of the applicable Commencement Date, by the greater of the Consumer Price Index (as published by Statistics South Africa) or five percent (5%), on thirty (30) days' written notice. Adjustments under clauses 6.5 and 6.6 are separate from, and additional to, this annual escalation.

7. EARLY TERMINATION CHARGES

7.1 IMPORTANT — Managed Services and connectivity. Subject to clauses 7.3 and 7.4, where the Client cancels a Managed Services or connectivity Service before the end of its committed term, the Client is liable for an early termination charge equal to thirty percent (30%) of the Service Charges remaining for the balance of the committed term, unless the Order Form states a different amount.

7.2 IMPORTANT — Professional Services engagement. Where the Client cancels a Professional Services engagement after work has commenced, the Client is liable for all fees and costs incurred to the date of cancellation, plus a cancellation fee of twenty percent (20%) of the remaining Statement of Work value.

7.3 IMPORTANT — Microsoft annual subscriptions. Where JEC Technologies has procured Microsoft 365 or other NCE annual subscriptions on the Client's behalf, Microsoft holds JEC Technologies liable for the full committed annual cost of those subscriptions irrespective of the Client's own conduct. Accordingly, where the Client terminates or ceases to use such subscriptions before the end of their committed annual term, the Client is liable for the full remaining Microsoft subscription commitment — not the charge in clause 7.1. Every Order Form for such sub scriptions will expressly state the committed term and quantity and will reference this clause. JEC Technologies will provide the Client with a written statement of this commitment amount at signature and, thereafter, at any time on request.

7.4 IMPORTANT — Azure Reserved Instances. Where JEC Technologies has purchased Microsoft Azure Reserved Instances on the Client's behalf, the Client is responsible for their full committed cost for the applicable one-or three-year term. Refunds on cancelled Azure Reserved Instances are subject to Microsoft's published limits (currently USD 50,000 per rolling twelve-month window), as amended by Microsoft from time to time. JEC Technologies will pass through to the Client any refund actually received from Microsoft but is not liable for any committed cost that Microsoft does not refund.

7.5 IMPORTANT — The seven-day licence amendment window. Microsoft permits the reduction or cancellation of Microsoft 365 licences, with a pro-rated refund, only within seven (7) calendar days of provisioning. After that window, licence quantities cannot be reduced until the end of the annual term. A Client wishing to reduce licence quantities must instruct JEC Technologies in writing within the seven-day window.

7.6 IMPORTANT Consumers. Where the Client is a natural person protected by section 14 of the CPA, clauses 7.1 to 7.5 apply subject to the CPA and its regulations: the Client may cancel on twenty (20) Business Days' notice, and the cancellation charge will be a reasonable amount determined in accordance with regulation 5(2), having regard, among other things, to amounts JEC Technologies remains committed to pay Microsoft and other Upstream Suppliers on the Client's behalf.

8. FORCE MAJEURE

8.1 Relief for Force Majeure. Neither party is liable for a delay in, or failure to, perform its obligations (other than payment obligations, and the Client's obligations under clauses 7.3 and 7.4, which remain payable in all circumstances) to the extent caused by a Force Majeure Event.

8.2 Notice of a Force Majeure Event. A party relying on a Force Majeure Event must notify the other in writing within five (5) Business Days of the event arising, describing the event, its anticipated duration, and the mitigating steps being taken.

8.3 Termination for prolonged Force Majeure. Where a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected Order Form or Service Schedule on written notice, without further liability to the other, save for amounts already accrued and the Client's oblig ations under clauses 7.3 and 7.4.

8.4 Microsoft refund pass-through. Where a Force Majeure Event prevents Microsoft from providing a Service for which the Client's Microsoft licence fees continue to be payable under clause 7.4, JEC Technologies will pass through to the Client, on a corresponding basis, any refund, service credit or other relief Microsoft actually grants JEC Technologies in respect of that outage. Beyond such a pass-through, JEC Technologies gives no independent guarantee of a refund for a Microsoft-caused Force Majeure Event, Microsoft's licence terms being outside JEC Technologies' control.

9. CLIENT OBLIGATIONS

9.1 Client access obligations. The Client must provide JEC Technologies with timely access to its systems, premises and personnel, reasonably required for the delivery of Services.

9.2 User compliance. The Client is responsible for ensuring that its users comply with all applicable laws, JEC Technologies' Acceptable Use Policy, and this Agreement.

9.3 Notification of changes. The Client must promptly notify JEC Technologies of any change reasonably likely to affect the Services, including changes in user or device counts, business processes, key contacts, incidents, or planned infrastructure changes.

9.4 IMPORTANT — Client's own backups. Unless a data protection service has been expressly included in the applicable Service Schedule (Module M4 or standalone, under Part D), the Client is solely responsible for backing up its own data, and JEC Technologies is not liable under any circumstances for any data the Client loses, subject always to clause 11.5.

9.5 Restricted third-party access. The Client must not permit a third party to access infrastructure managed by JEC Technologies without JEC Technologies' prior written consent.

9.6 Delegated administrative access, including GDAP. Where JEC Technologies manages the Client's Microsoft 365, Azure or other environments: (a) the Client grants JEC Technologies administrative access, including GDAP access to Microsoft tenants, at the minimum privilege level required to deliver the Services; (b) JEC Technologies' personnel will use multi-factor authentication when accessing the Client's environment; (c) JEC Technologies will maintain an audit log of administrative actions for a period of not less than twelve (12) months, and will provide it to the Client within ten (10) Business Days of a written request; (d) such access is used solely to deliver the contracted Services; (e) the Client remains the owner of its accounts and data and the Responsible Party under POPIA; (f) where the Client's own administrators make changes to the managed environment without notifying JEC Technologies, JEC Technologies is not responsible for the resulting impact until it has completed a reassessment of the environment; and (g) within five (5) Business Days of termination of the applicable Service, JEC Technologies will revoke all delegated and remote access and provide the Client with written confirmation of that revocation.

9.7 Licence counts and true-ups. The Client must provide accurate, current user and device counts for licences managed by JEC Technologies. JEC Technologies may audit licence usage once in every twelve-month period. Where actual usage exceeds the licensed quantity, JEC Technologies will invoice the shortfall at the rate published in its then-current price list (available to the Client on request), reflecting the obligation Microsoft's partner terms impose on JEC Technologies to maintain the Client's licensing compliance.

9.8 Unnotified environment changes. Where the Client materially changes its environment without advance notice to JEC Technologies — including adding or removing servers, altering network topology, migrating applications, or modifying identity systems — JEC Technologies' SLA commitments and backup coverage for the affected systems only are suspended until: (a) JEC Technologies has been notified; (b) an impact assessment has been completed by JEC Technologies at the Client's cost and expense; and (c) any resulting scope changes have been agreed in writing, which will be at the Client's cost as quoted by JEC Technologies.

10. REPRESENTATIONS, WARRANTIES AND INSURANCE

10.1 Corporate authority warranties. Each party warrants that it is duly incorporated, is authorised to enter into and perform this Agreement, and is not in breach of any law or order that would materially affect its ability to perform its obligations under this Agreement.

10.2 Standard of service. JEC Technologies will deliver the Services with reasonable skill and care, using appropriately qualified personnel and industry-standard practices.

10.3 IMPORTANT — No warranty of uninterrupted service. JEC Technologies does not warrant that the Services will be error-free or uninterrupted. Where an SLA applies to a Service, the service credits described in Part C are the Client's sole and exclusive remedy for a failure to meet that SLA.

10.4 Product warranties. Product warranties are dealt with in detail at clause A4.1 and A4.2, including the split position on sections 55 and 56 of the CPA between Consumer and non-Consumer clients; nothing in this clause 10.4 limits a Consumer's rights under those sections.

10.5 Insurance. JEC Technologies will maintain, for the duration of this Agreement, professional indemnity insurance and cyber liability insurance that is commercially reasonable and appropriate having regard to the scale of its operations and the Services provided. Hold ing this insurance does not create, and is not evidence of, any liability of JEC Technologies beyond the caps set out at clause 11.2 (including the Module M3 cap at clause 11.2(c)) and clause D10; this insurance is intended to fund a claim within those caps, not to expand them.

10.6 Certificates of insurance. JEC Technologies will provide the Client with certificates of insurance within ten (10) Business Days of a written request.

11. LIMITATION OF LIABILITY

11.1 IMPORTANT — No indirect losses. Neither party is liable to the other for indirect, incidental, special, consequential or punitive damages, including loss of revenue, loss of profit, or loss of data, however the claim arises, whether in contract, delict or otherwise.

11.2 IMPORTANT — Aggregate liability cap. Subject to clause 11.1, JEC Technologies' liability to the Client under this Agreement, whether in contract, delict or otherwise, is capped as follows: (a) a claim arising from a Professional Services engagement is capped exclusively under clause B6.1; (b) a claim arising from backup or data protection services is capped exclusively under clause D10; (c) a claim arising from Module M3 (security) is capped exclusively at R10,000,000; and (d) any other claim is capped at the total amount paid by the Client in the six (6) months immediately preceding the date the claim arose.

11.3 One cap applies. Only one cap applies to any given claim; where a claim could otherwise fall within more than one of clauses (a) to (d), the cap that applies is whichever of clauses (a), (b) or (c) relates most directly to the Service that gave rise to the claim, failing which the cap in clause (d) applies.

11.4 IMPORTANT. Subject to clause 11.6, JEC Technologies is not liable for: (a) a security breach caused by the Client's negligence or its failure to implement security controls JEC Technologies recommended; (b) loss of data where the Client had not procured a data protection service from JEC Technologies; or (c) a failure caused by an Upstream Supplier outage or other event outside JEC Technologies' reasonable control.

11.5 IMPORTANT — SLA credits are the sole remedy for availability. Where a Service fails to meet its SLA, the service credits described in Part C are the Client's sole and exclusive remedy for that failure.

11.6 Non-excludable liability. Nothing in this Agreement limits either party's liability for death or personal injury caused by its negligence (whether ordinary or gross), for fraud, or for any liability that cannot lawfully be excluded or limited.

11.7 IMPORTANT — Indemnity in favour of JEC Technologies. In addition to, and without limiting, clauses 11.1 to 11.6, the Client indemnifies JEC Technologies and holds it harmless against any claim, demand, action, liability, loss, cost or expense (including reasonable legal costs) that JEC Technologies suffers or incurs as a result of a claim brought against JEC Technologies by a third party, to the extent arising from: (a) the Client's breach of this Agreement; (b) unlawful, negligent or unauthorised use of a Service by the Client or one of its users; (c) data, content, instructions or materials the Client supplies to JEC Technologies, including a claim that such data, content, instructions or materials infringe the intellectual property, privacy or other rights of a third party; (d) the Client's failure to comply with an applicable law, including POPIA in its capacity as Responsible Party, in connection with its use of the Services; (e) an act or omission of the Client that causes JEC Technologies to be in breach of an Upstream Supplier's terms under clause 16; or (f) the Client's use of a Deliverable, or a modification to a Deliverable, otherwise than in accordance with this Agreement. This clause 11.7 is additional to, and does not duplicate, the specific indemnity already given by the Client at clause A5.4 (connectivity misuse).

11.8 Limits on the indemnity. The indemnity in clause 11.7 does not extend to a claim to the extent it arises from JEC Technologies' own negligence (whether ordinary or gross), wilful misconduct, or breach of this Agreement, and is reduced proportionately to the extent JEC Technologies' own conduct contributed to the claim. Where the Client is a Consumer, clause 11.7 does not require indemnification for a matter the CPA does not permit to be indemnified, and nothing in clause 11.7 waives a right the CPA gives the Client that cannot be excluded by agreement.

11.9 Interaction with the liability cap. The Client's liability to JEC Technologies under the indemnity in clause 11.7 is capped as follows: (a) where the underlying third-party claim relates to a Professional Services engagement, the cap is the amount set out in clause B6.1; (b) where it relates to backup or data protection services, the cap is the amount set out in clause D10; (c) where it relates to Module M3 (security), the cap is the amount set out in clause 11.2(c); and (d) in any other case, the cap is the total amount paid by the Client in the six (6) months immediately preceding the date the claim arose. Only one cap applies to any given claim, determined on the same basis as clause 11.2. A payment made, or a claim satisfied, under clause 11.7 counts toward, and does not increase, the applicable cap.

11.10 Conduct of an indemnified claim. JEC Technologies will notify the Client promptly on becoming aware of a claim to which clause 11.7 applies, will give the Client a reasonable opportunity to assist in its defence at the Client's cost, and will not settle the claim in a manner that admits the Client's liability without the Client's prior written consent, which the Client will not unreasonably withhold or delay.

12. SUSPENSION AND TERMINATION

12.1 Suspension of Services. JEC Technologies may suspend a Service with immediate effect where: (a) the Client is in material breach of this Agreement; (b) the Client's account is overdue by more than fifteen (15) Business Days; (c) JEC Technologies reasonably suspects unlawful use of a Service; or (d) a security incident requires immediate isolation of a system.

12.2 IMPORTANT. Suspension for non-payment does not relieve the Client of its obligation to pay all and any fees or Service Charges accruing during the suspension period, and JEC Technologies may levy a reconnection fee before restoring a suspended Service.

12.3 Termination for material breach. Where either party is in material breach of this Agreement or an Order Form, the other party must first give the party in breach written notice of the breach, requiring it to be remedied within twenty (20) Business Days. If the breach is not remedied with in that period, the party who gave notice may terminate this Agreement or the relevant Order Form immediately, by further written notice.

12.4 Termination for insolvency. JEC Technologies may terminate this Agreement immediately on written notice if the Client is placed in liquidation or business rescue, or ceases to carry on business, to the extent permitted by law, including section 136 of the Companies Act 71 of 2008.

12.5 Consequences of termination. On termination of this Agreement or any Service: (a) all amounts owing become immediately due and payable; (b) JEC Technologies will, within five (5) Business Days, revoke all administrative and remote access to the Client's environment and provide written confirmation of that revocation, following which JEC Technologies is not responsible for a security incident arising from access the Client failed to remove; and (c) backup data is dealt with under clause D9.

12.6 Survival. Clauses 1 (definitions), 3 (Quotations, to the extent of accrued rights), 7 (early termination charges), and 10 to 19 inclusive (including representations and warranties, limitation of liability, intellectual property, confidentiality, data protection, dispute resolution, and the non-solicitation obligation in clause 19.8), together with any other clause that by its nature is intended to survive, survive termination or expiry of this Agreement.

13. INTELLECTUAL PROPERTY

13.1 Ownership of pre-existing IP. Each party retains ownership of the intellectual property it owned prior to this Agreement. Except as expressly provided in clause 13.3 and clause B5, nothing in this Agreement transfers intellectual property rights between the parties.

13.2 JEC Technologies' tools and know-how. JEC Technologies owns all methodologies, tools, frameworks, templates and know-how it uses or develops in delivering the Services, including any improvement to them, and remains free to use its general know-how, methods and experience in delivering services to other clients.

13.3 Ownership of commissioned Deliverables. Where a Deliverable is specifically commissioned by the Client under a Statement of Work, ownership of that Deliverable passes to the Client on payment in full, excluding: (a) JEC Technologies' underlying methodologies, tools and templates, which are licensed to the Client to the extent embedded in the Deliverable; and (b) third-party and open-source components incorporated in the Deliverable, which remain subject to their own licence terms.

13.4 Licence to Client's systems. The Client grants JEC Technologies a limited licence to use the Client's systems, data and infrastructure solely to the extent necessary to deliver the Services.

14. CONFIDENTIALITY

14.1 Confidentiality obligation. Each party will keep confidential all Confidential Information received from the other and will not disclose it to a third party without the disclosing party's prior written consent.

14.2 Exceptions to confidentiality. Clause 14.1 does not apply to information that: (a) is in the public domain other than through breach of this Agreement; (b) was already known to the receiving party; (c) was independently developed by the receiving party; or (d) must be disclosed by law or court order, provided the disclosing party is notified before disclosure where lawfully possible.

14.3 Survival of confidentiality. The obligations in this clause 14 survive termination of this Agreement for three (3) years, except that obligations in respect of trade secrets and Personal Information survive indefinitely.

14.4 Pre-contract confidentiality. Information exchanged between the parties during an assessment, scoping exercise or pre-sales engagement, before this Agreement is executed, is treated as confidential from the date of the first substantive exchange. On execution of this Agreement, that obligation merges into this clause 14.

15. DATA PROTECTION AND POPIA

15.1 POPIA compliance. Each party will comply with its respective obligations under POPIA in respect of Personal Information processed in connection with this Agreement.

15.2 Operator and Responsible Party roles. In processing Personal Information of the Client's staff and end users to deliver the Services, JEC Technologies acts as Operator; the Client remains the Responsible Party.

15.3 Security measures. JEC Technologies will implement and maintain appropriate technical and organisational measures to protect Personal Information against loss, damage or unauthorised access, consistent with its obligations as Operator under POPIA.

15.4 Data breach notification. Where JEC Technologies has reasonable grounds to believe that Personal Information it processes on the Client's behalf has been accessed or acquired by an unauthorised person, it will notify the Client immediately, and in any event within forty-eight (48) hours, so as to enable the Client to comply with its own notification obligations under POPIA.

15.5 Sub-processors. JEC Technologies engages two material sub-processors in delivering the Services: (a) Microsoft Corporation, for Microsoft 365, Azure and related cloud services; and (b) ConnectWise LLC (a United States entity), which operates the helpdesk, network operations centre and security operations centre platform underlying JEC Technologies' service delivery. JEC Technologies warrants that each sub-processor is bound by a writ ten data processing agreement imposing obligations substantially equivalent to those imposed by POPIA, satisfying section 72(1)(a) of POPIA as the primary basis for any cross-border transfer of Personal Information to that sub-processor. By accepting this Agreement, the Client additionally consents to processing by these sub-processors, as a fallback basis to the extent section 72(1)(a) does not, in any circumstance, independently apply. JEC Technologies will notify the Client within thirty (30) days of any material change to these sub-processor arrangements.

15.6 Change or failure of a sub-processor. Where a sub-processor materially changes its terms, or fails in a manner that affects service delivery, and no suitable alternative is available within thirty (30) days, either party may terminate the affected Service Schedule on thirty (30) days' written notice, without liability to either party.

15.7 Operator Agreement at inception. Where the parties execute the Operator Agreement at Schedule 5 (or another formal Data Processing Agreement), it forms part of this Agreement and prevails over this clause 15 to the extent of any conflict. The Operator Agreement must be executed before JEC Technologies begins processing Personal Information under this Agreement where the Client is: (a) a bank, insurer, or other financial services provider regulated by the Prudential Authority, the Financial Sector Conduct Authority, or the National Credit Regulator; (b) a healthcare provider, medical scheme, or other entity that processes health-related Personal Information in the ordinary course of business; (c) an organ of state or other public sector body; or (d) an entity whose use of the Services will involve Special Personal Information as defined in section 26 of POPIA (including information about race or ethnic origin, health, sex life or sexual orientation, biometric information, criminal behaviour, or religious, philosophical, political or trade union affiliation). For a Client outside those categories, JEC Technologies recommends executing the Operator Agreement at inception as best practice, but this clause 15 governs in the interim if it has not yet been executed.

15.8 No compliance advisory service. JEC Technologies does not hold itself out as a POPIA compliance advisory service. Where the Client requires specialist privacy advice, JEC Technologies may refer the Client to a suitably qualified third party, at the Client's cost.

16. UPSTREAM SUPPLIER TERMS

16.1 Upstream Supplier terms. Where a Service incorporates products or services of an Upstream Supplier, the Client is bound by that Upstream Supplier's terms and conditions, as amended by the Upstream Supplier from time to time. The current version of each applicable Upstream Supplier's terms is linked in the Client's Order Form and available from JEC Technologies on request.

16.2 Changes by an Upstream Supplier. JEC Technologies is not liable for a change an Upstream Supplier makes to its pricing, availability or terms, but will give the Client reasonable notice of any material change affecting the Services.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing law. This Agreement is governed by the law of the Republic of South Africa.

17.2 Escalation before dispute resolution. A dispute is first referred to the senior management of each party, who will attempt to resolve it in good faith within fifteen (15) Business Days of written notice of the dispute.

17.3 Arbitration. A dispute not resolved under clause 17.2 is referred to arbitration in Johannesburg under the rules of the Arbitration Foundation of Southern Africa ("AFSA"), applying AFSA's expedited rules where the amount in dispute falls within the applicable threshold. The arbitrator's award is final and binding.

17.4 Exceptions to arbitration. Notwithstanding clause 17.3: (a) either party may approach a court of competent jurisdiction for urgent interim relief at any time, without waiving clause 17.3; (b) either party may institute proceedings in a court of competent jurisdiction to recover a liquidated or undisputed amount, including an unpaid invoice; and (c) where the Client is a Consumer, nothing in this clause 17 limits its right to approach the National Consumer Commission, an ombud, or a court, as the CPA permits.

18. NOTICES

18.1 Form and delivery of notices. A notice under this Agreement must be in writing and delivered by hand, registered post, or email with a delivery receipt. Notices to JEC Technologies are sent to: JEC Technologies Group (Pty) Ltd, Second Floor, The Zone, 177 Oxford Road, Rosebank, 2196, South Africa; email: help@jectech.co.za. Notices to the Client are sent to the address or email recorded in its Order Form.

18.2 Deemed receipt of notices. An emailed notice is deemed received two (2) Business Days after transmission, unless the sender receives a delivery-failure notification.

19. GENERAL PROVISIONS

19.1 Entire agreement. This Agreement, as defined in clause 1.1, constitutes the entire agreement between the parties and supersedes all prior discussions, proposals and representations, save that nothing in this clause excludes liability for fraudulent misrepresentation.

19.2 Amendment. JEC Technologies may amend these terms on thirty (30) days' written notice. An amendment may not increase the Client's charges, or materially reduce its service levels, during a then-current committed term, except under a clause that already permits this (clauses 6.5, 6.6 and 6.10). Where an amendment is materially adverse to the Client, the Client may terminate the affected Service on written notice given before the amendment takes effect, without an early termination charge (the Client's obligations under clauses 7.3 and 7.4 continue to apply). Continued use of a Service after an amendment's effective date constitutes acceptance of that amendment.

19.3 Assignment. The Client may not assign its rights or obligations under this Agreement without JEC Technologies' prior written consent. JEC Technologies may assign this Agreement to a member of its corporate group or to an acquirer of its business, and will notify the Client if it does so.

19.4 Suretyship. Where the Client's credit assessment under clause 4.2 warrants personal security, JEC Technologies will present a separate Deed of Suretyship for signature by an individual surety, on the terms of that instrument. No suretyship is created by signature of this Agreement alone.

19.5 Severability. A provision held invalid or unenforceable is severed, and the remainder of this Agreement continues in force.

19.6 Waiver. A waiver is effective only if in writing. A waiver on one occasion does not waive the right in question for the future.

19.7 Counterparts. This Agreement may be executed in counterparts, including by electronic signature.

19.8 Non-solicitation. During the term of this Agreement and for twelve (12) months after its termination or expiry, neither party will directly solicit, recruit or employ an employee or contractor of the other who was materially involved in the delivery or receipt of the Services, without the other party's prior written consent; this does not prohibit a response to general, open-market recruitment advertising. A party that breaches this clause will pay the other a recruitment fee equal to twenty-five percent (25%) of the affected individual's total annual remuneration package, as a genuine pre-estimate of the loss the other party would suffer.

19.9 Business continuity. JEC Technologies will maintain and test, at least annually, a documented business continuity plan covering the critical Services provided under this Agreement, and will, on written request, provide the Client with a summary status report and confirmation of the most recent test date within ten (10) Business Days.

19.10 Benchmarking. Where a Managed Services engagement has been in operation for more than twelve (12) months, the Client may request one pricing benchmarking exercise per twelve-month period, on sixty (60) days' written notice. The outcome of a benchmark informs commercial renegotiation only; it does not, of itself, adjust pricing or create a right to terminate without an early termination charge.

19.11 Execution and acceptance. By signing the execution page of this Agreement, or an Order Form, Statement of Work or Service Schedule that refers to these terms, each party confirms that it has read, understood and agreed to this Agreement, including every Part (A, B, C and/or D) applicable to the Services identified in the accompanying Order Form, Statement of Work or Service Schedule. The individual signing for the Client warrants that they are duly authorised to bind the Client. Where the Client is a Consumer, the Client confirms that the bold provisions of this Agreement were pointed out to it, that it had the opportunity to read them and ask questions, and that it understands them, in accordance with section 49 of the CPA.

Part Two — Service-Specific Terms

Part A — Product Supply and Connectivity

> Applicable terms: Part One – The General Terms read together with the terms below will apply where JEC Technologies, provides the Client with the Products, being hardware, software licences or connectivity.

A1. Scope of Product Supply

A1.1 Scope of Products supplied. JEC Technologies resells hardware (including servers, networking equipment and end-user devices) and software licences sourced from Upstream Suppliers, as recorded in the Client's Order Form. By way of illustration and not limitation, Products commonly supplied include: physical and virtual servers; network switches, firewalls and wireless access points; end-user laptops, desktops and mobile devices; and licences for Microsoft 365, Microsoft Azure and related third-party software.

A1.2 Specification changes. Product specifications and lead times are subject to Upstream Supplier availability and may change between Quotation and delivery. Where a specification changes materially, JEC Technologies will notify the Client, who may cancel the affected item without charge. IMPORTANT- Where the Client is a Consumer, this clause does not limit its rights under section 55 of the CPA that goods must match their description.

A2. Pricing and Exchange Rate

A2.1 Pricing at the applicable exchange rate. Product prices in South African Rand are calculated at the ROE prevailing on the date of Quotation. JEC Technologies may adjust the invoiced amount to reflect the ROE prevailing on the date it places the corresponding order with the Upstream Supplier.

A2.2 Approval for a ROE increase above 5%. Where a ROE adjustment would increase the price by more than five percent (5%) above the quoted price, JEC Technologies will notify the Client and obtain its written approval before proceeding, consistent with clause 6.5. If the Client does not provide that approval within a reasonable time of the notice, the affected order is deemed cancelled and JEC Technologies is not obliged to proceed with it.

A2.3 Taxes, duties and delivery costs. Quoted prices are exclusive of value-added tax, import duties, customs clearance charges and delivery costs, unless the Order Form expressly includes them, and where not so included these amounts will be for the Client's account.

A3. Delivery, Risk and Ownership

A3.1 Passing of risk. Risk of loss of or damage to Products passes to the Client on delivery to the Client's nominated address.

A3.2 IMPORTANT. Ownership of the Products remains vested in JEC Technologies until the Client has paid for them in full; the Client acquires no ownership before then, may not sell, encumber or otherwise dispose of the Products, and JEC Technologies may repossess them if payment is not made.

A3.3 Inspection on delivery. The Client must inspect Products on delivery and notify JEC Technologies of any visible defect or shortage within forty-eight (48) hours of receipt. IMPORTANT. Where the Client is a Consumer, this clause does not limit its rights under sections 55 and 56 of the CPA.

A4. Warranties and Returns

A4.1 **IMPORTANT.** Hardware warranties are provided by the manufacturer and passed through to the Client. Subject to clause A4.2, JEC Technologies gives no additional warranty.

A4.2 **IMPORTANT — Statutory warranty position and returns.** Hardware is returnable only pursuant to a valid manufacturer warranty claim, processed through the relevant distributor's Return Merchandise Authorisation (RMA) process. Software licences, including Microsoft 365 and other Microsoft NCE (New Commerce Experience) subscriptions, are non-returnable once delivered, except to the limited extent clause 7.5 permits a pro-rated refund on cancellation within the seven (7) calendar day Microsoft licence amendment window; outside that window, an NCE subscription cannot be returned or reduced until the end of its committed annual term. Where the Client is a Consumer, JEC Technologies is directly liable to the Client for the warranties implied by sections 55 and 56 of the CPA in respect of Products supplied under this Agreement, and any warranty passed through from the relevant manufacturer or Upstream Supplier under clause A4.1 is additional to, and does not substitute for, JEC Technologies' own obligations under this clause. Where the Client is not a Consumer (including a juristic person whose asset value or annual turnover equals or exceeds the CPA's applicable threshold), JEC Technologies' warranty in respect of Products is limited to, and back-to-back with, the warranty terms the relevant Upstream Supplier or manufacturer actually gives JEC Technologies, and JEC Technologies gives no warranty beyond what it is able to pass through on that basis.

A4.3 **IMPORTANT.** JEC Technologies will assist the Client in lodging warranty claims with Upstream Suppliers but is not responsible for an Upstream Supplier's determination of, or turnaround on, such a claim.

A4.4 **IMPORTANT — Licensing compliance.** JEC Technologies warrants that all software and licences it supplies are genuine, properly licensed, and sourced through authorised channels. No such warranty is given in respect of software already present in the Client's environment at the time JEC Technologies begins managing it; the Client is responsible for ensuring that its pre-existing software is properly licensed.

A5. Connectivity Services

This clause A5 applies where JEC Technologies supplies connectivity services, including fibre broadband, microwave wireless and dedicated internet access, resold from licensed telecommunications carriers.

A5.1 **Service specification.** The specific service type, bandwidth, access technology and circuit reference are identified in the Client's Order Form.

A5.2 **Installation.** JEC Technologies manages the installation process with the relevant carrier on the Client's behalf. Installation timelines depend on carrier scheduling, site survey outcomes and last-mile infrastructure availability; JEC Technologies is not liable for a delay attributable to the carrier or to a site-readiness issue within the Client's control. Where a last-mile build is required, JEC Technologies will notify the Client of the estimated timeline and cost before proceeding.

A5.3 **Connectivity SLA.** Where an SLA is stated in the Order Form, it reflects the carrier's own upstream commitment, passed through to the Client; JEC Technologies' obligations are conditional on the carrier meeting that commitment, and connectivity SLA credits do not exceed one month's connectivity Service Charges for the affected circuit.

A5.4 **IMPORTANT — Acceptable use.** The Client must not use a connectivity service unlawfully, including for the transmission of unlawful content, denial-of-service attacks, unauthorised network scanning, or any breach of the carrier's acceptable use policy. JEC Technologies may suspend a connectivity service with immediate effect where it reasonably suspects unlawful use, and the Client indemnifies JEC Technologies against any claim by a carrier arising from the Client's misuse of the connectivity service.

A5.5 **Equipment ownership and security.** Carrier-supplied equipment remains the carrier's property; equipment supplied by JEC Technologies remains its property unless purchased outright by the Client. The Client is responsible for the physical security of equipment at its premises and must not tamper with, relocate, or attach third-party devices to carrier equipment without written consent.

A5.6 **IMPORTANT.** Where a circuit is suspended for non-payment, the Client remains liable for monthly Service Charges during the suspension, and any carrier reconnection fee is passed through to the Client. Relocating a circuit to a new address is treated as a new order; the Client must give thirty (30) days' written notice, and relocation costs, including carrier build charges, are for the Client's account.

A5.7 **Pricing and Force Majeure for connectivity.** Where connectivity is priced in a foreign currency, clause 6.5 applies, and JEC Technologies will notify the Client of a carrier-driven price increase within thirty (30) days of receiving notice of it from the carrier. A carrier infrastructure failure caused by a Force Majeure Event is dealt with under clause 8; JEC Technologies will escalate the fault with the carrier and provide the Client with regular status updates until resolution.

Part B — Professional Services

> This Part applies to once-off, project-based Services delivered under a Statement of Work. Part One applies in addition.

B1. The Statement of Work

B1.1 **Contents of the Statement of Work.** Every Professional Services engagement is governed by a Statement of Work recording: (a) the scope of work; (b) Deliverables and acceptance criteria; (c) phases and timelines; (d) resource roles and rates; and (e) total fees.

B1.2 **Order of precedence.** The Statement of Work forms part of this Agreement and prevails over Part One and this Part B to the extent of any conflict.

B1.3 Standard of delivery. JEC Technologies will deliver Professional Services using appropriately qualified personnel and industry-standard practices.

B2. Change Control

B2.1 Change Requests. A change to the agreed scope, timeline or budget requires a written Change Request signed by both parties. JEC Technologies will provide a written impact assessment within five (5) Business Days of receiving a Change Request, together with a quote of the costs and fees involved.

B2.2 Commencing change-request work. Work on a Change Request commences only once the Client has signed and accepted the impact assessment and quote; a verbal approval is not binding.

B2.3 Verbally requested out-of-scope work. Where the Client verbally requests work outside the agreed scope, JEC Technologies will confirm the request and its estimated cost in writing within five (5) Business Days of the request; unless the Client withdraws the request in writing within two (2) Business Days of that confirmation, the work is chargeable at JEC Technologies' prevailing rates.

B3. Delivery and Acceptance

B3.1 Acceptance procedure. JEC Technologies will notify the Client when a Deliverable is ready for acceptance; the notice will state the Client's response deadline and the consequence of not responding by it. The Client then has five (5) Business Days — or such longer period as the Statement of Work states for a complex Deliverable — to accept in writing or to provide detailed written objections.

B3.2 Deemed acceptance. Where the Client does not respond within the applicable period, the Deliverable is deemed accepted.

B3.3 Remedy of defects. Acceptance may not be unreasonably withheld. Where a material defect is identified, JEC Technologies will remedy it within an agreed period and resubmit the Deliverable for acceptance.

B4. Client Obligations — Professional Services

B4.1 Client project contact. The Client must designate a project contact with authority to approve scope, access and escalation decisions.

B4.2 Client-caused delay. A delay caused by the Client's failure to provide access, approvals, information or resources may extend timelines and increase costs, to be recorded in a Change Request.

B4.3 Disclosed constraints. The Client must disclose known constraints, legacy configurations and risks in its environment that may affect delivery; JEC Technologies is entitled to rely on what the Client discloses.

B5. Intellectual Property — Professional Services

B5.1 Assignment of Deliverable ownership. Subject to payment in full, JEC Technologies assigns to the Client ownership of Deliverables specifically developed under a Statement of Work, excluding: (a) JEC Technologies' underlying methodologies, tools, templates and frameworks, which are licensed to the Client to the extent embedded in the Deliverable; and (b) third-party and open-source components incorporated in the Deliverable, which remain subject to their own licence terms.

B5.2 JEC Technologies' retained know-how. JEC Technologies remains free to use its general know-how, methodologies and experience gained in delivering the Services on other engagements.

B6. Liability Cap — Professional Services

B6.1 IMPORTANT. JEC Technologies' aggregate liability arising from a Professional Services engagement, whether in contract, delict or otherwise, is limited to the fees paid under the relevant Statement of Work; this cap applies to such a claim in place of clause 11.2.

B6.2 IMPORTANT. JEC Technologies is not liable for a loss arising from the Client's use or misuse of a Deliverable, including a loss resulting from a Client-initiated change that JEC Technologies did not test, and the Client indemnifies JEC Technologies and any third party against a loss or damages arising from the Client's misuse of the Deliverable.

B7. On-Site Services and Technician Conduct

B7.1 Application of this clause B7. Where a Professional Services engagement requires JEC Technologies' personnel or contractors to attend the Client's premises, this clause B7 applies in addition to Part One.

B7.2 Health and safety. On-site personnel will comply with the Occupational Health and Safety Act 85 of 1993 and any site-specific safety rules the Client communicates in writing before the visit. The Client must provide a reasonably safe working environment; where site conditions are unsafe, JEC Technologies may decline to work until they are rectified, and the resulting delay is treated as a Client-caused delay under clause B4.2.

B7.3 Site access requirements. The Client must communicate security clearance, personal protective equipment and access requirements at least two (2) Business Days before a scheduled visit. Where a failure to do so prevents or delays the visit, an abortive-visit charge applies at JEC Technologies' prevailing daily rate. Site-specific vetting, clearance or induction time required by the Client and not provided for in the Statement of Work is chargeable as a Change Request.

B7.4 IMPORTANT. JEC Technologies' liability for accidental physical damage caused on-site is limited to the replacement cost of the damaged item, subject to the cap in clause B6.1, and excludes consequential loss.

B7.5 Subcontracted on-site personnel. A third-party contractor engaged by JEC Technologies for on-site delivery is held to the same standards of conduct, quality and confidentiality as JEC Technologies' own personnel, and JEC Technologies remains responsible for that contractor's performance.

B7.6 IMPORTANT — Client equipment taken off-site. Where JEC Technologies takes the Client's equipment off-site for repair or configuration, it travels and remains at the Client's risk unless JEC Technologies has specifically agreed in writing to insure it. JEC Technologies will return the equipment within the timeframe agreed at collection.

B8. After-Hours and Emergency Services

B8.1 Standard service hours. Standard Professional Services are delivered during Business Hours unless the Statement of Work states otherwise.

B8.2 After-hours work. Work outside Business Hours, other than under an agreed on-call arrangement, is chargeable at JEC Technologies' after-hours rate, published in the applicable Service Schedule and communicated before the work commences.

B8.3 Emergency call-outs. A P1 emergency call-out is included in the monthly Service Charge for Standard and Premium tier Managed Services clients; for Essential tier clients, or an out-of-scope incident, such a call-out is chargeable.

Part C — Managed Services

> This Part applies to recurring Managed Services delivered under the Governance Framework described in Schedule 7. Part One applies in addition.

C1. The Governance Framework and Service Schedule

C1.1 Contents of the Service Schedule. The Client selects Modules and a service tier in its Service Schedule, which records: (a) the Modules in scope; (b) the applicable service tier; (c) the number of users or devices covered; (d) monthly Service Charges; (e) the committed term; and (f) SLA commitments and credit thresholds.

C1.2 Adjusting user or device counts. A change in the Client's user or device counts is reflected in the next invoice following the Client's written notification.

C1.3 Material change in the Client's environment. Where the Client's environment changes materially — for example, a movement of more than ten percent (10%) in users, devices or data volume — JEC Technologies may propose an adjusted Service Schedule and pricing on thirty (30) days' written notice; the Client may elect to reduce scope instead of accepting the adjustment.

C2. SLA Credits and Exclusions

C2.1 IMPORTANT. Where JEC Technologies fails to meet an SLA response commitment, the Client receives a service credit of five percent (5%) of that month's Service Charges for the affected Module per breach, capped at twenty-five percent (25%) of that Module's monthly charges in any calendar month. Credits are applied to the next invoice and are the Client's sole and exclusive remedy for a service availability failure.

C2.2 Exclusions from service credits. No credit is due where the failure was caused by: (a) a Force Majeure Event; (b) the Client's failure to provide access or information; (c) an Upstream Supplier failure; (d) scheduled maintenance of which the Client was given advance notice; or (e) a change to the environment made by the Client or a third party without JEC Technologies' knowledge.

C2.3 The cloud ceiling. For a Service dependent on Microsoft cloud infrastructure, JEC Technologies' availability commitment can never exceed Microsoft's own published SLA for the equivalent service (currently 99.9% for Microsoft 365 core services; Azure SLAs vary by service). Where the cause of a failure is Microsoft's breach of its own upstream SLA, the exclusion in clause C2.2(c) applies.

C3. Billing and Escalation

C3.1 Billing basis. Managed Services are billed monthly in advance from the Commencement Date, per user or per device as stated in the Service Schedule.

C3.2 Price adjustments applicable to Managed Services. The annual escalation in clause 6.10, and the pass-throughs in clauses 6.5 and 6.6, apply to Managed Services Charges.

C4. Governance Obligations

C4.1 Service Delivery Manager. JEC Technologies provides a named Service Delivery Manager as the primary escalation and governance contact for Standard and Premium tier engagements.

C4.2 Governance reporting. JEC Technologies produces governance reports at the cadence applicable to the Client's tier, covering: (a) service availability and SLA performance; (b) incident summary and trend analysis; (c) change log and planned work; (d) security posture, where Module M3 is in scope; and (e) budget and cost overview, where Module M5 is in scope. JEC Technologies attends periodic review meetings at the frequency applicable to the Client's tier.

C4.3 Client's governance contact. The Client must designate a governance contact with authority to approve changes and escalations and must notify JEC Technologies in writing within five (5) Business Days of any change to that contact.

C4.4 Microsoft subscription renewal. For Microsoft annual subscriptions JEC Technologies manages on the Client's behalf, JEC Technologies will give the Client written notice at least forty-five (45) calendar days before each renewal date. The Client must provide written renewal instructions within fifteen (15) calendar days of that notice; failing which, the Client authorises JEC Technologies to renew on the same terms and quantities, and the Client's liability under clause 7.3 extends to the renewed term. Since 4 May 2026, Microsoft no longer provides a grace period on non-renewal; a failure to instruct JEC Technologies may result in loss of access, or automatic entry into Microsoft's Extended Service Terms at a higher rate.

C5. Client Obligations — Managed Services

C5.1 Logging requests and incidents. The Client must log requests through JEC Technologies' designated service management platform, and must promptly notify JEC Technologies of an incident, change or event affecting the managed environment.

C5.2 Client-made changes to the managed environment. The Client must not make or authorise a change to a system managed by JEC Technologies without its prior written consent; where it does so, JEC Technologies' SLA obligations for the affected system are suspended until JEC Technologies has completed a full assessment and any necessary remediation.

C5.3 Client information obligations (Modules M4 and M5). For Module M4, the Client is responsible for identifying all data sources requiring backup (see Part D). For Module M5, the Client must give timely access to the budget and vendor information JEC Technologies requires for governance reporting.

C5.4 The ConnectWise platform. JEC Technologies' helpdesk, network operations and security operations services are delivered on the platform of ConnectWise LLC, a United States entity acting as JEC Technologies' white-label delivery partner and sub-processor (clause 15.5). Where ConnectWise becomes unable to deliver to JEC Technologies, JEC Technologies will notify the Client within forty-eight (48) hours and use best endeavours to arrange an alternative; where no suitable alternative is available within thirty (30) days, either party may terminate the affected Module on written notice, without an early termination charge.

C6. Term and Exit — Managed Services

C6.1 Minimum term. The minimum committed term for Managed Services is twelve (12) months, unless the Service Schedule states otherwise.

C6.2 Transition on termination. On termination, JEC Technologies will: (a) provide a transition report summarising the Client's managed environment, including the deadline and the Client's election under clause D9; (b) hand over administrative credentials and documentation; and (c) if the Client requests in writing, support the Client's transition for up to thirty (30) days at JEC Technologies' standard daily rates. Early termination is governed by clause 7.

C7. Security Incident Response (Module M3)

This clause C7 applies where Module M3 is in scope.

C7.1 Notification. JEC Technologies notifies the Client within four (4) hours of detecting, or being notified of, an active security incident, and within twenty-four (24) hours of detecting a historical incident.

C7.2 Containment. JEC Technologies takes reasonable containment steps within its managed access, including isolating systems, blocking suspicious activity, and resetting compromised credentials where it holds the necessary access.

C7.3 Evidence preservation. JEC Technologies uses reasonable endeavours to preserve forensic evidence; full forensic investigation and litigation support are separate, chargeable services.

C7.4 Ransomware. JEC Technologies does not advise on, recommend, facilitate, process or transmit a ransom payment. Any decision to pay a ransom rests entirely with the Client, on its own advice.

C7.5 Post-incident report. Within five (5) Business Days of a security incident, JEC Technologies provides a written report covering the nature and scope of the incident, the actions taken, the systems affected within the managed scope, and recommended remediation.

C7.6 IMPORTANT. JEC Technologies is not liable for an incident caused by: (a) the Client's failure to apply a security configuration JEC Technologies recommended; (b) a user action such as falling for a phishing attempt or sharing credentials; (c) a vulnerability in third-party software outside the managed scope; or (d) a system not covered by the Client's contracted scope.

Part D — Backup and Data Protection Services

> This Part applies whenever JEC Technologies provides backup services, whether under Module M4 or as a standalone service. Part One applies in addition. This Part defines precisely what is, and is not, protected — read it carefully.

D1. Backup Scope

D1.1 IMPORTANT. At the commencement of backup services, JEC Technologies and the Client will jointly document, and both sign, an agreed backup scope specifying the systems, databases, volumes and applications to be backed up. The signed scope is appended to the Service Schedule and forms part of this Agreement. Anything not listed in the signed scope is not backed up. The Client is responsible for identifying everything requiring backup and for notifying JEC Technologies when a new system is added; JEC Technologies is not liable for loss of data from a source outside the agreed scope. The parties will re-confirm the scope in writing at least once every twelve months.

D1.2 IMPORTANT — Microsoft 365 is not backed up by default. A Microsoft 365 licence does not include backup, and Microsoft's built-in retention is not a substitute for backup. Where the Client wants its Microsoft 365 data backed up, it must be listed in the Service Schedule using an approved backup tool.

D2. Monitoring and Failure Notification

D2.1 Monitoring. JEC Technologies monitors backup job success for every system within the agreed scope.

D2.2 Failure notification. Where a backup job fails or produces a warning, JEC Technologies notifies the Client within four (4) Business Hours for a system designated critical in the Service Schedule, and otherwise by no later than the next Business Day. A persistent failure is escalated, and job summaries appear in the Client’s monthly governance report.

D3. Restore Testing

D3.1 Frequency of restore testing. JEC Technologies performs restore tests at the frequency stated in the Service Schedule (default: quarterly). A successful test confirms that the backup data was readable at the time of the test; it does not guarantee recovery in every failure scenario.

D3.2 Remediation of a failed test. Where a test reveals an integrity issue, JEC Technologies notifies the Client within two (2) Business Days and implements a remediation plan.

D4. Recovery Objectives

D4.1 RPO and RTO targets. The Service Schedule states, for each system, the RPO and RTO applicable to it. These are targets conditioned on ordinary operating assumptions and cannot be guaranteed where: (a) the incident affects infrastructure outside JEC Technologies’ management; (b) the Client’s own systems or storage are a contributing cause; (c) data volumes at the time of restoration exceed those assumed in the Service Schedule; or (d) a Force Majeure Event affects the backup infrastructure.

D5. Coverage Exclusions

D5.1 IMPORTANT. The backup service covers only the agreed scope. It does not automatically extend to: (a) a new system added after the scope was agreed; (b) data on a personal or unmanaged device; (c) a cloud service other than Microsoft 365 as included in scope; (d) a database in a state that prevents consistent backup; or (e) data already encrypted or corrupted by ransomware before the relevant backup job ran.

D6. Ransomware and Source Data Integrity

D6.1 IMPORTANT. A backup is a copy of the Client’s data as it existed when the backup was taken. Where ransomware encrypted or otherwise corrupted the Client’s data before a backup ran, the resulting backup contains the corrupted data, and JEC Technologies is not liable for the resulting loss. JEC Technologies monitors whether a backup job succeeds; it has no obligation to inspect or verify the content of the data backed up.

D6.2 Immutable or air-gapped backups. Where an immutable or air-gapped backup configuration is specified, JEC Technologies will implement and maintain it; such a configuration reduces, but does not eliminate, ransomware risk. Where JEC Technologies recommends such a configuration and the Client declines it, JEC Technologies will record that decision in writing.

D7. Backup Storage Location

D7.1 Storage location. Backup data is stored in the location stated in the Service Schedule (which may include Microsoft Azure South Africa, a local storage device, or a certified cloud backup provider such as Veeam Cloud Connect).

D7.2 Cross-border storage. Where that location is outside South Africa, the Service Schedule identifies the jurisdiction and provider, and JEC Technologies warrants that the provider is bound by an agreement imposing protections for Personal Information substantially equivalent to POPIA, satisfying section 72(1)(a) of POPIA.

D8. Client Obligations — Backup

D8.1 Client obligations. The Client must: (a) notify JEC Technologies of a new system requiring backup; (b) provide the access backup agents require; (c) not modify or disable a backup agent without JEC Technologies' prior written consent; and (d) maintain sufficient network bandwidth for backup operations to run. Where a Client-managed component causes a backup failure, JEC Technologies' SLA obligations for the affected system are suspended until that component is restored.

D9. Backup Data on Termination

D9.1 IMPORTANT. On termination of backup services, JEC Technologies retains the Client's backup data for thirty (30) calendar days, during which the Client may request a restore or export at JEC Technologies' prevailing rates. After thirty (30) days, the data is securely deleted, and JEC Technologies confirms deletion in writing within ten (10) Business Days of request. The transition report under clause C6.2 will state this deadline and record the Client's election. Backup data retained after termination represents a point-in-time copy and may not reflect the Client's live data at the time of any later request.

D10. Backup Liability Cap

D10.1 IMPORTANT. JEC Technologies' aggregate liability arising from backup or data protection services, whether in contract, delict or otherwise, is limited to twelve (12) months of the charges for Module M4 (or the standalone backup service) under the affected Service Schedule; this cap applies to such a claim in place of clause 11.2.

Rendering of Part One (General Terms) and Part Two (Service-Specific Terms). Schedules, the Operator and Sub-Operator Agreements, the Deed of Suretyship and the execution page are not reproduced here.