

GENERAL TERMS OF SUPPLY AND SERVICE LEVEL AGREEMENT

HD MEDIA PROPRIETARY LIMITED

(herein referred to as "HD Media")

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1 GENERAL TERMS

- 1.1 These terms and conditions define the applicable supply and service levels applicable to the Client and the Service Provider relationship in respect of the Services.
- 1.2 The Client hereby agrees to be bound by these terms pursuant to the Client's acceptance of the Qoutation.
- 1.3 Any change to these terms shall be of no effect unless those changes have been reduced into writing by the Service Provider and the Client.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
 - 2.1.1 **"Acceptance Criteria"** means the criteria to be developed and proposed by the Service Provider for review and approval by CLIENT and, once approved, will be used by CLIENT for the Acceptance Testing of the Services;
 - 2.1.2 **"Acceptance Testing"** means the testing by CLIENT of the Services provided by the Service Provider to CLIENT for the purposes of determining whether such Services comply with the Acceptance Criteria;
 - 2.1.3 **"AFSA"** means the Arbitration Foundation of Southern Africa;
 - 2.1.4 **"Agreement"** means this equipment supply and services agreement, including all annexures (if any) hereto;
 - 2.1.5 **"Client"** means the client described in the Qoutation;
 - 2.1.6 **"Client Data"** means any information or data stored by the Client in the Data Storage Facilities including, but not limited to, the Client's name and addresses, the Client's traffic, usage or billing data, data containing Personal Information of the Client, its employees or authorised users of the Services, and other data provided to or obtained by the Service Provider, its affiliates and agents, in connection with the provision of the Services and **"Service Provider Data"** shall have a corresponding meaning;

- 2.1.7 **"Commencement Date"** means irrespective of the date of signature of the Qoutation, the date on which the Client confirms its agreement to be bound by the terms of this Agreement in writing;
- 2.1.8 **"Confidential Information"** means any Personal Information, information which by its nature or content is identifiable as confidential and/or proprietary to either Party and/or any third party, or which is provided or disclosed in confidence including but not limited to, information of a confidential and/or commercially sensitive nature, howsoever obtained or received and whether or not marked confidential, including any technical, commercial, financial or scientific information, know how, trade secrets, processes, marketing and business information, customer and supplier information, pricing information and/or any other information or material of whatever description or nature proprietary to such Party, whether in written, oral, magnetic, or machine-readable or other format; and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party, but specifically excluding information or data which -
- 2.1.8.1 is lawfully in the public domain at the time of disclosure thereof;
 - 2.1.8.2 subsequently becomes lawfully part of the public domain by publication or otherwise;
 - 2.1.8.3 becomes available from a source other than one of the Parties which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; and
 - 2.1.8.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order;
- 2.1.9 **"Date of Signature"** means the date on which this Agreement is signed by the Party last signing;
- 2.1.10 **"Designated Site"** means erf/erven described in the Qoutation or as communicated to the Service Provider by the Client in writing;
- 2.1.11 **"Disaster Event"** means an event pursuant to which CLIENT may require the restoration of any business related activity or functionality during an event that would affect the continuity of the Services or the operation of all hardware,

software, equipment and systems, which restoration may be pro-active or re-active, and which may range from minor business restoration activities to major events including total disaster recovery;

- 2.1.12 **"Disaster Recovery Plan"** means the plan, issued by the Service Provider and approved by CLIENT, which contains detailed and specific requirements with regard to the Service Provider's obligations in the event of a Disaster Event occurring. The Service Provider's Disaster Recovery Plan is attached hereto marked Annexure **"D"**;
- 2.1.13 **"Disclosing Party"** means the Party that has disclosed Confidential Information;
- 2.1.14 **"Disengagement Services"** means the provision by the Service Provider of all reasonable information and assistance to CLIENT to enable CLIENT or a third party designated by CLIENT to take over the Service Provider's obligations under this Agreement in the event of termination or expiration of this Agreement, as provided for in clause 22;
- 2.1.15 **"Documentation"** means the documentation that CLIENT would reasonably require to be provided by the Service Provider relating to the Services and includes all materials, documentation, specifications, technical manuals, user manuals, flow diagrams, file descriptions and other written information that describes the function and use of the Services;
- 2.1.16 **"Data Storage Facilities"** means the electronic storage space allocated to the Client by the Service Provider as part of the Services.
- 2.1.17 **"Effective Date"** means date of installation of the Equipment, notwithstanding the Date of Signature;
- 2.1.18 **"Equipment"** means the display equipment or apparatus on / from which certain advertising material will be displayed as described in Annexure F, as supplied by the Service Provider to CLIENT pursuant to this Agreement;
- 2.1.19 **"Fees"** means the fees and charges payable by CLIENT to the Service Provider hereunder as consideration for the Service Provider's provision of the Services, as more fully set out in clause 11;
- 2.1.20 **"Force Majeure Event"** means any material event beyond the control of the

Party claiming occurrence of force majeure which occurrence could not have reasonably been foreseen; and which, despite the exercise of reasonable efforts, such Party was unable to prevent, limit or minimise, including but not limited to elements of nature or an act of God, act of governmental body or military authority, fire, explosion, flood, earthquake, epidemic, riot, rebellions or civil disturbance, war, sabotage, insurrections, blockades, embargoes, storms or other similar events.;

- 2.1.21 **"Intellectual Property"** means all intellectual property rights of any kind whatsoever, including without limitation, patents, trademarks, rights in designs, trade names, present and future copyrights, whether or not any of these are registered trade secrets, know-how, processes, process methodology and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property;
- 2.1.22 **"Equipment Costs"** means the amount set out in the Qoutation payable in respect of all Equipment and successful construction and installation of the Equipment at the Designated Site (including the supply, delivery and installation of any Equipment) on behalf of CLIENT;
- 2.1.23 **"Losses"** means all losses, costs, awards, liabilities, expenses, damages, compensation and fines;
- 2.1.24 **"Maintenance and Support Services"** means the performance of scheduled and/or preventative maintenance services which is undertaken by the Service Provider in terms of this Agreement for the purpose of ensuring the continued functionality of the Services and compliance with the Service Levels as set forth in Annexure **"A"** and **"B"** hereto. Maintenance and Support Services includes the resolution by the Service Provider of problems in accordance with the procedure set forth in Annexure **"A"** and maintenance performed during or as a result of the resolution of Problems;
- 2.1.25 **"Parties"** means the parties to this Agreement;
- 2.1.26 **"Personal Information"** means any information provided or supplied by the either party to the other and/or stored on the Service Provider's or the Client's equipment and/or premises on behalf of the Client or the Service Provider (as the case may be), including the terms of any service level agreement, Client Data, Service Provider Data, information that is an identifying number, symbol,

contact details, physical address or similar assignment relating to the Client or the Service Provider or any identifiable, living or existing customer, client or third party, relating to the Client or the Service Provider, that is subject to protection under law;

- 2.1.27 **"Problem"** means the occurrence of any error, problem, non-conformity or defect in relation to the Services, including a deviation from the Specifications and any other relevant Documentation, reported by CLIENT to the Service Provider;
- 2.1.28 **"Receiving Party"** means the Party that has received Confidential Information from the Disclosing Party;
- 2.1.29 **"Root Cause Analysis"** is an analysis process undertaken to identify and quantify the underlying cause(s) of a Problem, and document the necessary corrective actions to be taken to prevent recurring Problems to be conducted at the Service Providers expense;
- 2.1.30 **"Security Standards"** means the security standards applicable to the uploading of content onto the Equipment including the minimum security requirements and/or protocols of CLIENT in terms of the applicable laws, industry standards and/or specific threats identified by CLIENT, including those requirements set out in Annexure "C";
- 2.1.31 **"Services"** means the services, functions, activities and responsibilities of the Service Provider, including the delivery, installation, configuration and implementation of the Equipment, including the supply of all Equipment required, and the Maintenance and Support Services as more fully detailed in Annexure "A", and any other items or services provided by the Service Provider to CLIENT as may evolve during the continued duration of this Agreement and as they may be supplemented, enhanced, modified or replaced in accordance with the terms of this Agreement in writing. The Services include any management, planning and other services that are ancillary to and appropriate for the performance of any of the foregoing;
- 2.1.32 **"Service Credits"** means a penalty amount payable by the Service Provider to CLIENT for a failure to meet a designated Service Level, as more fully set out in Annexure "B";

- 2.1.33 **"Service Level"** means a quantitative or qualitative level of service specified in this Agreement to which the Service Provider's performance of the Services must conform and is a standard for performance of the Services, as set out in Annexure **"B"**;
- 2.1.34 **"Service Level Fees"** means the amount set out in the Qoutation or in writing, to be paid by the Client to the Service Provider on a monthly basis, in respect of the Services rendered by the Service Provider to the Client.
- 2.1.35 **"Service Provider"** means HD Media Proprietary Limited, registration number 2011/010217/07, a limited liability private company duly incorporated in the Republic of South Africa;
- 2.1.36 **"Specifications"** means in relation to the Services, any technical or functional criteria or standard which applies thereto, including any Documentation or any business requirements, functional requirements, architecture requirements, design specifications or technical specifications pertaining thereto which have either been agreed between the Parties, and attached hereto as Annexure **"F"**; **"Staff"** means any natural person who is either an employee, consultant or subcontractor of either Party, and where the context requires, employees, consultants and subcontractors of a subcontractor;
- 2.1.37 **"Termination Date"** means the date of termination of Services;
- 2.1.38 **"Qoutation"** means the services quotation signed and accepted by the Client for the supply of Equipment and Services which quotation is subject to the terms of this Agreement;
- 2.1.39 **"VAT"** means value-added tax as defined in the Value-added Tax Act, 1991 or any similar tax or impact of a similar nature on the supply or sale of goods and/or services; and
- 2.1.40 **"Warranty Period"** means 60 (sixty) months following completion of Acceptance Testing and acceptance of the Services by CLIENT.
- 2.2 In this Agreement -
- 2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;

- 2.2.2 an expression which denotes –
- 2.2.2.1 any gender includes the other genders;
- 2.2.2.2 a natural person includes a juristic person and vice versa;
- 2.2.2.3 the singular includes the plural and vice versa;
- 2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and
- 2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 2.3 Any reference in this Agreement to –
- 2.3.1 "**business hours**" shall be construed as being the hours between 08h30 and 17h00 on any business day. Thus "**business day**" means any day of the week other than Saturdays, Sundays or any day officially recognised as a public holiday in the Republic of South Africa. Any reference to time shall be based upon South African Standard Time;
- 2.3.2 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3.3 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "**law**" shall have a similar meaning; and
- 2.3.4 "**person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 2.4 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the

meaning of the general wording preceding it.

- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Date of Signature and as amended or substituted from time to time.
- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.11 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.12 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.13 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.

- 2.14 Any reference in this Agreement to **"this Agreement"** or to any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.15 In this Agreement the words **"clause"** or **"clauses"** and **"Annexure"** or **"Annexures"** refer to clauses of and Annexures to this Agreement.

3 INTRODUCTION

- 3.1 This Agreement represents a sale of Equipment and service level agreement between the Service Provider and CLIENT for the provisioning of services required to support and sustain the technology supplied in respect of the Equipment to be installed in the Designated Site.
- 3.2 CLIENT hereby appoints the Service Provider, and the Service Provider accepts such appointment to render the Services to CLIENT, subject to the terms and conditions contained in this Agreement.
- 3.3 This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Parties.
- 3.4 This Agreement outlines the parameters of all Services covered as they are mutually understood by the Parties.
- 3.5 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto.

4 TERM

- 4.1 Subject to the remaining provisions of this Agreement, this Agreement will commence on the Signature Date and will remain in full force and effect for 60 (sixty) months, terminating on the Termination Date (**"Initial Period"**).
- 4.2 Notwithstanding anything contained to the contrary in this Agreement, this agreement may be terminated by CLIENT prior to expiry of Initial Period, for no reason, by giving 1 (one) month written notice of termination to the Service Provider. The Service Provider shall have no claim against CLIENT as a result of such termination.
- 4.3 The performance of the Service Provider in terms of the Services rendered will be

reviewed at such intervals as may be determined by CLIENT from time to time. Should the results of the Service Provider's performance be unacceptable to CLIENT in its discretion, the Agreement will be terminated in terms of the above clause 4.2.

5 APPOINTMENT AND NON-EXCLUSIVITY

- 5.1 CLIENT hereby appoints the Service Provider to provide the Services from the Effective Date on a non-exclusive basis, which appointment the Service Provider accepts, subject to the terms and conditions under this Agreement.
- 5.2 CLIENT shall not be precluded from obtaining services that may be similar or identical to the Services from any other service provider.

6 SERVICES

6.1 General

- 6.1.1 The Service Provider shall –
- 6.1.1.1 render the Services in accordance with the applicable Service Levels and the terms and conditions contained in this Agreement in exchange for the Fees specified in clause 11 below;
- 6.1.1.2 perform the Services with promptness, diligence and courtesy, and in a professional manner in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services;
- 6.1.1.3 be responsible for the performance of the Services and functions detailed in Annexure "A", and any other steps and tasks ("**Additional Services**") required for it to perform the Services and for CLIENT to receive and realise the benefit of the Services, even if not listed in or described in such Annexure provided that any such Additional Services may be subject to an increased fee, to be agreed to by the Parties as per clause 15 The Additional Serviced will be recorded in an addendum to the Agreement, to be signed by both parties;
- 6.1.1.4 promptly notify CLIENT upon becoming aware of circumstances that may reasonably be expected to jeopardise the performance or timely

performance of any part of the Services. Notwithstanding anything to the contrary in the Agreement, the Service Provider will not take or authorise any action that results in a reduction of the scope of or degradation in the quality and timeliness of the performance of the Services during the term of the Agreement;

- 6.1.1.5 continue to perform its obligations under the Agreement, including the performance of the Services, without any interruptions, including during any dispute which may arise under this Agreement but excluding events of Force Majeure;
- 6.1.1.6 be responsible for the provision and maintenance of all resources, including all hardware, software and Staff required to provide the Services in accordance with the provisions of this Agreement, as required by CLIENT; and
- 6.1.1.7 where CLIENT authorises the Service Provider to interact with any third party service providers of CLIENT, co-operate in good faith with CLIENT and such third parties.

6.2 **Equipment delivery and installation**

- 6.2.1 The Service Provider shall conduct the necessary testing to ensure that all Equipment supplied to CLIENT pursuant to this Agreement shall function in accordance with the applicable manufacturer specifications, prior to commencing with the installation of the Equipment.
- 6.2.2 The Equipment shall be supplied, delivered, configured, installed and subjected to Acceptance Testing in accordance with the timelines as agreed between the parties and the provisions of –
 - 6.2.2.1 the Agreement generally; and
 - 6.2.2.2 the Service Levels set forth in this Agreement, specifically.
- 6.2.3 If the Equipment fails to function and/or operate in accordance with the applicable Specifications prior to the expiry of the applicable Warranty Period, the Service Provider shall resolve the Problem and/or repair or replace the defective Equipment at no additional charge to CLIENT.

- 6.2.4 The Service Provider shall ensure that the Equipment functions error-free and is maintained in compliance with the relevant Documentation and Specifications.

6.3 **Maintenance and Support Services**

- 6.3.1 The Service Provider shall -

6.3.1.1 provide Maintenance and Support Services in relation to the operation of the Equipment and all related Services from the date of formal acceptance of the Services in accordance with clause 6; and

6.3.1.2 provide Maintenance and Support Services as described in accordance with the provisions of Annexure "A" hereto and the Service Levels specified in Annexure "B" hereto.

6.3.2 The Service Provider shall, on an on-going basis and in a sustained manner use its best efforts to advise CLIENT in a timely manner of steps which may or should be taken to avoid Problems arising ("**Avoidance Advice**"). In addition, the Service Provider shall –

6.3.2.1 carry out a Root Cause Analysis of each Problem;

6.3.2.2 advise CLIENT of its findings following such analysis;

6.3.2.3 provide CLIENT with Avoidance Advice to prevent recurrence of the Problem; and

6.3.2.4 take all measures practically possible to avoid and minimise the likelihood of, a recurrence of the Problem.

6.3.3 The Service Provider shall ensure that any replacement part or component supplied to CLIENT in terms of this Agreement shall be brand-new and not refurbished or second-hand. Replacement parts or components supplied in the performance of Maintenance and Support Services shall accede to the Equipment upon installation thereof.

6.3.4 If the Service Provider is required to provide Maintenance and Support Services, but does not provide it in accordance with the requirements set out in Annexure "A" and, or CLIENT acting reasonably is of the opinion the Service Provider will not provide the Maintenance and Support Services, CLIENT shall have the option itself to, and/or to engage any third party to, so provide support and maintenance. If CLIENT exercises such option, CLIENT's costs and expenses, and/or the charges, the cost of any materials and expenses of any third party (as appropriate) shall, at CLIENT's election –

be reimbursed by the Service Provider to CLIENT; or

6.3.4.1 be set-off against any amounts due and payable by CLIENT to the service provider upon expiry of any applicable warranty period, in the event that the service provider procures any equipment (or components thereof) from a third party supplier on behalf of client as part of the services, the service provider shall furnish client with at least 3 (three) quotations from similar third party suppliers (where possible), to enable client to procure such equipment on a pass through basis. The service provider acknowledges that CLIENT shall always have the right to pre-approve the applicable charges or obtain such equipment directly from a supplier or from an alternative third party supplier.

6.4 Prior to presenting any component of the Services to CLIENT, the Service Provider shall perform all pre-delivery functionality and unit testing required in accordance with CLIENT's requirements.

6.5 The Service Provider shall, sufficiently in advance of its activation of the Equipment, develop and present in writing to CLIENT for its review and approval an appropriate set of Acceptance Criteria for CLIENT's use in the Acceptance Testing of the Equipment.

6.6 After the Equipment has been installed subjected to Acceptance Testing by CLIENT at a Designated Site, if the Equipment fails to operate in accordance with the applicable Specifications and/or is deficient in any manner whatsoever, CLIENT shall give the Service Provider written notice of its rejection (including a written description of deficiencies in order to enable the Service Provider to remedy the same) and a final period of 7 (seven) days in which to correct the deficiency and submit the Equipment for re-testing.

7 DELIVERY, RISK AND OWNERSHIP

- 7.1 The Service Provider is responsible for delivery, installation, and implementation of the Equipment under this Agreement at the Designated Site in accordance with the timelines agreed between the Parties, and the Service Provider shall verify the successful and timeous completion thereof.
- 7.2 The Service Provider shall promptly notify CLIENT in writing if the Equipment (or any portion thereof) will not be procured, delivered, installed and implemented at the Designated Site in accordance with this Agreement.
- 7.3 The risk in and to the Equipment shall only pass to CLIENT following delivery to and acceptance by CLIENT after Acceptance Testing. This clause 7.3 shall not be construed as limiting any of CLIENT's rights in terms of clause 7, and the Service Provider shall bear all liability for any deficiencies, including any latent or patent defects, identified during Acceptance Testing by CLIENT.
- 7.4 Ownership in and to the Equipment shall only pass to CLIENT upon payment of the full Equipment Cost to the Service Provider by CLIENT.

8 SERVICE LEVELS

- 8.1 The Service Provider shall for the duration of this Agreement provide the Services to meet or exceed the Service Levels.
- 8.2 The Service Provider shall be responsible for monitoring and measuring its performance against the Service Levels and shall be required to provide periodic reports of its performance against all Service Levels ("**Service Level Reports**") in accordance with the timeframes and format mutually agreed between the Parties in writing. In accordance with clause 17 below, CLIENT shall be entitled to appoint an auditor to perform an audit in respect of the Service Provider's compliance with the Service Levels.
- 8.3 The Service Provider shall meet with CLIENT to review the Service Provider's actual performance against the Service Levels and shall recommend remedial actions to resolve any performance deficiencies.
- 8.4 In the event that the Service fails to meet the Service Levels, the Service Provider shall –

- 8.4.1 perform a Root Cause Analysis to identify the cause of such failure;
- 8.4.2 arrange all additional resources as may reasonably be necessary to perform its obligations as set out in this Agreement as soon as reasonably practicable thereafter at no additional charge to CLIENT;
- 8.4.3 advise CLIENT of the status of remedial efforts being undertaken with respect to such Service Level failure and to provide CLIENT with a written report detailing the cause of and procedure for correcting such failure; and
- 8.4.4 take appropriate preventive measures to prevent the recurrence of such failure and provide evidence to CLIENT of the measures taken.

8.5 **Service Credits**

- 8.6 The Service Provider recognises that its failure to meet Service Levels may have a material adverse impact on the Services. Accordingly, in the event that the Service Provider fails to meet a Service Level then in addition to all other remedies available to CLIENT in law or under this Agreement, CLIENT may recover the applicable Service Credits from the Service Provider as specified in Annexure "B". Any Service Credits payable by the Service Provider shall be deducted from the invoice in the following month or, if no invoice is due to be issued, then the Service Provider shall pay such Service Credit to CLIENT on demand. **Service Level exclusions**

- 8.6.1 The Service Provider shall be excused from failing to meet any Service Level to the extent that non-performance or delayed performance is directly caused by -

- 8.6.1.1 CLIENT or its Staff; or

- 8.6.1.2 a Force Majeure Event.

9 **GOVERNANCE AND REPORTS**

- 9.1 Both Parties shall designate an individual who shall be authorised to act as that Party's primary contact in relation to the Services, which individual shall have the power and authority to make decisions with respect to actions to be taken in the ordinary course of day-to-day management of the Services ("**Service Representative**"). Each Party's Service Representative may designate a

reasonable number of additional the Staff members to be points of contact for the Services with respect to particular matters of expertise relating to the Services.

- 9.2 The Service Provider shall furnish monthly reports to CLIENT in the manner, format reasonably requested by CLIENT and agreed to by the Service Provider.
- 9.3 Both Parties undertake to attend meetings scheduled in relation to the Services from time to time.

10 CHANGE REQUESTS

- 10.1 If either Party proposes any changes to be effected to the Services, the Party proposing the change shall deliver to other Party a request ("**Change Request**"), specifying the proposed work that such Party proposes to undertake which will be formalised by way of an addendum to the Agreement, to be signed and accepted by both parties, in accordance with the provisions of Clause 34.3.
- 10.2 Unless the Parties mutually agree in writing to proceed otherwise, within 14(fourteen) business days following the date of receipt of such Change Request by either Party, the Service Provider shall provide CLIENT with a written proposal in response to the Change Request that contains the following –
 - 10.2.1 a detailed description of the Services to be performed;
 - 10.2.2 Specifications (if applicable); the breakdown of the costs to implement the Change Request; and/or
 - 10.2.3 an implementation plan, with implementation to commence not later than 7(seven) days after approval thereof, unless otherwise mutually agreed.
- 10.3 After receipt of the proposal from the Service Provider, CLIENT shall notify the Service Provider in writing whether to proceed with the Change Request, and the Service Provider shall take no further action with respect to the Change Request until it receives approval from CLIENT.

11 FEES AND PAYMENTS

- 11.1 The payment terms in respect of the Equipment Costs are as follows:
 - 11.1.1 CLIENT shall pay the Service Provider a once off deposit of 50% (fifty percent) of the Equipment Costs, within 30 (thirty) business days of Date of Signature;

- 11.1.2 CLIENT shall pay the Service Provider a further 25% (twenty five percent) of the Equipment Costs during the commencement of installation;
- 11.1.3 CLIENT shall pay the Service Provider a further 25% (twenty five percent) after completion and successful hand over is signed off by the Client.
- 11.1.4 The Service Provider acknowledges and accepts that escalation on this agreement shall be calculated on/about the month of February each year and not on the anniversary of the commencement date of this agreement.
- 11.2 The parties acknowledge and accept that payment of the Monthly Service Level Fees shall cover the Initial Period of this Agreement. In the event that either party cancels this agreement prior to the Termination Date for whatsoever reason, howsoever arising, the Service Provider shall pay over to the Client the unused advanced pro-rata portion of the Monthly Service Level Fees, if applicable.
- 11.3 Both Parties acknowledge that the Fees specified herein are intended to compensate the Service Provider fully for all Services to be performed by the Service Provider pursuant hereto. Accordingly, CLIENT will not be obligated to pay the Service Provider any amounts in addition to those specifically set out herein.
- 11.4 The Service Provider shall maintain complete and accurate records of all amounts billed to and payments made by CLIENT under the Agreement. The Service Provider agrees to provide CLIENT with any information with respect to each invoice as may be requested by CLIENT to verify accuracy and compliance with the provisions of the Agreement.
- 11.5 CLIENT may withhold any amounts that it disputes in good faith, provided that such dispute shall automatically be referred to dispute resolution in terms of clause 24.1. The failure of CLIENT to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by CLIENT. All of the Service Provider's obligations under this Agreement shall continue to apply during the dispute resolution process.

Taxes and Fees

All fees detailed in this Agreement are exclusive of VAT or any other tax (excluding income tax), levy or import duty payable by the Service Provider in connection therewith, and an amount equal to the relevant tax, levy or import duty shall be paid by CLIENT on the same date as the relevant fee is payable.

12 SECURITY

12.1 General

- 12.1.1 The Service Provider shall provide all Services utilising security technologies and techniques in accordance with industry best practices and the Security Standards detailed in Annexure "C" and those relating to the prevention and detection of inappropriate use or access of software, hardware, systems and networks.
- 12.1.2 Without limiting the generality of the foregoing, the Service Provider shall implement and/or use network management and maintenance applications and tools and appropriate intrusion detection, identity management, and encryption technologies. In addition, the Service Provider shall, as part of the Services, conduct a continuous security program (the "**Security Program**") that shall enable CLIENT to:
- 12.1.2.1 conduct periodic risk assessments to identify the specific threats and vulnerabilities of CLIENT relating to the Services; and
- 12.1.2.2 monitor and test the Security Program to ensure its effectiveness.
- 12.1.3 The Service Provider shall be required to review and adjust the Security Program in light of any assessed risks and on CLIENT's request.

12.2 Information Access

- 12.2.1 The Service Provider and its Staff shall comply with all requirements, policies and procedures of CLIENT and the Customer regarding data access, privacy and security, including those prohibiting or restricting remote access to Customer systems and data.
- 12.2.2 Computer data and software provided by CLIENT or accessed (or accessible) by the Service Provider Staff, shall be used by such Staff only in connection with the provision of the Services and shall not be commercially exploited by the Service Provider or its Staff in any manner whatsoever.

13 DISASTER RECOVERY

- 13.1 The Service Provider is required to ensure that, in respect of the Equipment, has appropriate and adequate disaster recovery facilities and plans in place for the

duration of the Agreement.

- 13.2 The Service Provider shall be required to ensure that it timeously addresses any Disaster Event in accordance with a Disaster Recovery Plan and that any Disaster Event has as little disruption to the Services and CLIENT's business as possible. The Disaster Recovery Plan is attached hereto marked Annexure "D".

14 QUOTATIONS

- 14.1 If CLIENT requests the Service Provider to provide a quotation for any additional services, the Service Provider shall furnish CLIENT with a detailed written quotation which stipulates an all-inclusive price for such additional services, the Specifications and the period for which such quotation remains valid ("**Validity Period**"). In circumstances where a quotation is silent on the Validity Period, such period shall be deemed to be 30 (thirty) days following delivery of the quotation to CLIENT.
- 14.2 No statement (whether oral or written) by CLIENT that the quotation is accepted will bring into existence a binding contract between the Parties unless such is recorded in writing and concluded by the execution of an addendum or annexure to this Agreement.

15 USE OF CLIENTS FACILITIES

- 15.1 The Service Provider, its authorised sub-contractors and agents shall, subject to minimum interference to the Client's business and that of its tenants –
- 15.1.1 use the CLIENT's facilities in a reasonably efficient manner;
 - 15.1.2 be required to strictly comply with and not cause the breach of any lease agreements which may apply to any of the CLIENT's facilities;
 - 15.1.3 keep the CLIENT's facilities in good order, shall not commit or permit waste or damage to such facilities, and shall not use such facilities for any unlawful purpose; and
 - 15.1.4 comply and cause their respective Staff to comply with all applicable laws, including all of CLIENT's standard policies and procedures regarding health and safety, security and access to and use of the CLIENT's facilities, including procedures for the physical security of the CLIENT's facilities.

16 SERVICE PROVIDER STAFF

- 16.1 As part of its provision of the Services, the Service Provider shall at all times ensure that all Service Provider Staff are suitable and appropriately qualified, trained, experienced and available to render the Services in terms of this Agreement. The Service Provider Staff shall in any event possess such levels of experience, training, certifications and expertise which are equal to or greater than the average levels of experience, training, certifications and expertise of other service providers or of Service Provider Staff holding corresponding positions.
- 16.2 The Service Provider shall ensure that the Service Provider Staff shall at all times, whilst on the Customer's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Customer's Staff, as such procedures and guidelines may be changed by the Customer from time to time and are available to Service Provider on request.
- 16.3 The Service Provider hereby agrees and undertakes to comply with the provisions of Annexure "E" hereto.
- 16.4 CLIENT shall be entitled, by giving no less than 48 (forty eight) hours written notice to the Service Provider setting out full reasons, to require the Service Provider to remove any member of its Staff who, in CLIENT's reasonable opinion, is failing to perform their duties in a satisfactory manner or who has contravened or threatened to contravene any of CLIENT or the Customer's policies and procedures or whom, in the reasonable opinion of CLIENT, is counter-productive to a harmonious working relationship between the Parties and their Staff.
- 16.5 Neither the Service Provider nor the Service Provider's Staff, subcontractors or other agents are or shall be deemed to be Staff of CLIENT. The Service Provider and any of its' subcontractor(s), shall be responsible for their own Staff assigned to provide Services under this Agreement, including that the Service Provider shall be required to comply with and/or ensure compliance with all applicable laws, including in relation to employment and tax laws as they relate to and apply in respect of its Staff and in respect of the Staff of the subcontractors.

17 AUDIT RIGHTS

The Service Provider shall allow CLIENT, its auditors (including internal audit staff

and external auditors) and any inspectors as CLIENT may from time to time designate in writing, access upon prior written notice, at all reasonable times to any facility or part of a facility from which the Services (including the Service Provider premises where applicable) are provided for the purpose of verifying the Service Provider's compliance with its obligations under this Agreement, including charges and invoices, information security, environmental conditions and Service Levels. The aforesaid will be undertaken at the Service Provider's costs. The Service Provider shall provide to CLIENT's auditors and inspectors such assistance and co-operation as they may reasonably require. CLIENT shall procure that any such audit shall not unreasonably disrupt the Service Provider's business operations and shall comply with the Service Provider's reasonable security or confidentiality requirements.

18 DATA PRIVACY AND PROTECTION

- 18.1 The Parties acknowledges that in providing the Services, the Parties may be exposed to and/or required to process the Personal Information.
- 18.2 The Parties specifically record that all Personal Information provided shall constitute Confidential Information and as such the Parties shall comply with all the provisions of clause 18 with regard to such Personal Information.
- 18.3 Both Parties undertake to comply with all applicable laws and with all the data protection policies and procedures, as may be updated from time to time.
- 18.4 All data and software, provided by CLIENT or accessed (or accessible) by Service Provider Staff members shall be used by such Staff members only in connection with the provision of the Services and shall not be commercially exploited by the Service Provider in any manner whatsoever.
- 18.5 The Service Provider hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Customer Data for any purpose other than with the express prior written consent of CLIENT, and to the extent necessary to provide the Services to CLIENT. All data and software, including Customer Data, provided by CLIENT or accessed (or accessible) by the Service Provider Staff shall be used by such Staff only in connection with the provision of the Services and shall not be commercially exploited by the Service Provider in any manner whatsoever.

- 18.6 The Service Provider further warrants that it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which CLIENT Data is copied, compiled, collected, collated, processed, mined, stored, transmitted, altered or deleted or otherwise used as part of providing the Services, shall at all times be of a minimum standard required by the applicable law and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.
- 18.7 Without limiting any of the Service Provider's obligations under this clause 19, the Parties will co-operate in implementing any changes which may be required due to changes in applicable laws and/or data protection legislation which may affect the provision of the Services.
- 18.8 The Service Provider hereby indemnifies and holds harmless CLIENT from any Losses arising from the sub-contractor's failure to comply with the provisions of this clause 19.
- 18.9 The Service Provider agrees to use its best efforts to:
- 18.9.1 keep Personal Information confidential and not disclose any Personal Information to any person other than as required by law or in the course of the proper performance of its duties;
 - 18.9.2 maintain appropriate security measures to prevent the loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or processing of Personal Information in accordance with best industry practice;
 - 18.9.3 notify the CLIENT immediately if there are reasonable grounds to believe that Personal Information held by the Service Provider has been accessed or acquired by an unauthorised person; and/or
 - 18.9.4 only use the Personal Information for purposes of this agreement or with the prior written consent of the CLIENT.

19 INTELLECTUAL PROPERTY

- 19.1 CLIENT and/or any third party licensees retain all right, title and interest in and to its Intellectual Property that is used in connection with the Services. In particular,

CLIENT retains all right, title and interest in all Intellectual Property rights in and to work products, deliverables, documentation, reports, designs, formulae, methodologies, software, proposals, specifications, feasibility reports and systems, whether used to provide or as are developed or created pursuant to or as part of the performance of the Services.

- 19.2 The Service Provider retains all right, title and interest in and to the Service Provider's pre-existing Intellectual Property. As of the Effective Date of any termination or expiration of this Agreement, the Service Provider shall grant to CLIENT a perpetual, irrevocable, royalty free, fully paid-up, non-exclusive, licence to continue to use the Service Provider Intellectual Property incorporated in the Equipment.

20 **CONFIDENTIALITY**

- 20.1 Both Parties acknowledge that all material and information which has or will come into its possession in connection with this Agreement or the performance of the obligations hereunder consists of Personal Information and Confidential Information which, if disclosed to third parties, might be damaging to the Disclosing Party.
- 20.2 The Receiving Party agrees and undertakes -
- 20.2.1 not to use the Confidential Information for any purpose other than in connection with the Services and then on a "need to know" basis only;
 - 20.2.2 not to use the Confidential Information, whether directly or indirectly, for its benefit;
 - 20.2.3 to treat and safeguard Confidential Information as strictly private and confidential;
 - 20.2.4 except as permitted by this Agreement, not to use, disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party;
 - 20.2.5 to take all such steps as may be reasonably necessary to prevent Confidential Information from falling into the hands of unauthorised third parties;

- 20.2.6 to restrict the dissemination of the Confidential Information to only those of its Staff members who are actively involved in the Services, then only on a "need to know" basis and the Service Provider shall initiate, maintain and monitor internal security procedures to prevent unauthorised disclosure;
- 20.2.7 to take all practical steps, both before and after disclosure, to impress upon its Staff members who are given access to Confidential Information the secret and confidential nature thereof.

21 FORCE MAJEURE

- 21.1 No Party shall be liable for any default or delay in the performance of its obligations under the Agreement if and to the extent that such default or delay is caused, directly or indirectly, by a Force Majeure Event.
- 21.2 Should either Party be prevented from carrying out any contractual obligation by any circumstance described in clause 21.1 above, such obligation will be postponed provided the Party suffering such circumstance notifies the other in writing within 7 (seven) days of becoming aware thereof. The Parties will thereupon promptly meet to determine whether an equitable solution can be found. Should such circumstance affecting the Service Provider last continuously for a period of 15 (fifteen) days, CLIENT will be entitled to terminate the Agreement forthwith on written notice, without any liability to the Service Provider.

22 BREACH AND TERMINATION

If either Party commits a breach of this Agreement and fails to remedy such breach within 14 (fourteen) days, of notice thereof from the other, the notifying Party shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement or otherwise, to terminate this Agreement upon written notice to the other, without prejudice to any claims which such Party may have for damages against the other.

23 DISENGAGEMENT SERVICES

- 23.1 At expiration or termination of this Agreement, the Service Provider shall, at the request of CLIENT, make itself available to provide the Disengagement Services.
- 23.2 Where required by CLIENT, the Service Provider shall be obliged (as part of the Services) to provide Disengagement Services until such obligations are fulfilled,

as requested and determined by CLIENT.

- 23.3 If this Agreement expires or if this Agreement or any part thereof is terminated by CLIENT as a result of a breach by the Service Provider of any of its obligations under this Agreement, the Disengagement Services will be provided at no additional cost to CLIENT. If this Agreement is terminated by CLIENT for any other reason and CLIENT elects to have the Service Provider provide the Disengagement Services, the Service Provider shall be entitled to charge for such assistance on a time and materials basis at such hourly rates which have been pre-approved by CLIENT.

24 DISPUTE RESOLUTION

- 24.1 The Parties agree that the terms of this Agreement shall be performed in the spirit of mutual co-operation, trust and confidence. The Parties further agree to use their best efforts and endeavours to resolve, through mutual consultation, without involving any Third Party or parties, any dispute which may arise under, out of, or in connection with or in relation to this Agreement. If, following such mutual consultation the dispute still remains outstanding, the matter shall be referred to the respective Chief Executive Officers of the Parties or their representatives, who shall negotiate for a period of up to 14 (fourteen) days in an attempt to resolve such dispute.
- 24.2 If the respective Parties are unable to resolve the dispute within the timeframes contemplated in clause 24.1, then the dispute may be referred to arbitration by either Party, in which event the following shall apply:
- 24.2.1 The Parties shall mutually agree on the arbitrator. If agreement is not reached within 10 (ten) days after arbitration has been demanded, the arbitrator shall be nominated by AFSA, taking into account the nature of the dispute.
- 24.2.2 The arbitration shall be held in the English language.
- 24.2.3 The arbitration shall be held in Johannesburg and the Parties shall endeavour to ensure that it is completed within 120 (one hundred and twenty) days after notice requiring the claim to be referred to arbitration is given.
- 24.2.4 The Parties shall request that the arbitrator(s) commence the arbitration within 21 (twenty-one) days and proceed as if time is of the essence in the arbitration proceeding.

- 24.2.5 The Parties shall request that the arbitrator render his or her decision within 14 (fourteen) days following the conclusion of the hearing.
- 24.2.6 The Parties irrevocably agree that the submission to arbitration is subject to the Parties' rights of appeal. Any Party may appeal the decision of the arbitrator within a period of 20 (twenty) days after the arbitrator's ruling has been handed down by giving written notice to that effect to the other Party to the arbitration. The appeal shall be dealt with in accordance with the rules of AFSA by a panel of 3 (three) arbitrators appointed by AFSA.
- 24.2.7 The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 24.2.7 may be made an order of court at the instance of any Party to the arbitration.
- 24.2.8 Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance).
- 24.2.9 The Parties shall use commercially reasonable efforts to resolve disputes arising under the Agreement as rapidly as possible.
- 24.2.10 This clause shall not preclude (i) either Party from seeking urgent relief from either the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.
- 24.2.11 Any dispute resolution or arbitration process under this clause shall be conducted in camera and the Parties shall treat as confidential and not disclose to any third party the existence of the dispute, details of the dispute, the conduct of the informal or formal dispute resolution proceedings or the outcome of the dispute resolution proceedings, without the written consent of the other Party provided that the Parties shall be entitled to disclose such information to such persons as are necessary to enable them to conduct their case.

- 24.2.12 Except for the duration of a valid Force Majeure event, the Parties agree to continue performing their obligations under this Agreement while the dispute is being resolved as provided in this clause 24 until the dispute is resolved or until this Agreement is terminated.

25 INDEMNITIES AND LIMITATION OF LIABILITY

- 25.1 The Service Provider hereby indemnifies and holds CLIENT (including its affiliates, officers, directors, employees and agents) harmless against any and all claims for direct damages which may be brought against CLIENT by any third party in respect of any Losses of any nature whatsoever, where such Losses or claims (a) occur as a consequence of; (b) may arise from; or (c) are attributable to the engagement of the Service Provider, the performance of the Services by the Service Provider, any acts or omissions on the part of the Service Provider or from an infringement by the Service Provider of any third party Intellectual Property or other proprietary rights in relation to design and/or Equipment sourced by the Service Provider.
- 25.2 The Parties agree that, in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall be liable to the other Party for all Losses which constitute direct and/or general damages.
- 25.3 Subject to clause 25.1, the Parties agree that in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall not be liable to the other Party for any Losses which constitute indirect, special and/or consequential damages.

26 INSURANCE

- 26.1 The Service Provider shall, at its own cost and expense, for the continued duration of this Agreement have and maintain in force sufficient Professional Indemnity Insurance to cover all of its obligations and liabilities under this Agreement, consistent with acceptable and prudent business practices. Such insurance shall include, at a minimum, the insurance specified hereunder:
- 26.2 The Service Provider shall provide copies of certificates of insurance issued by its insurers evidencing that the insurance cover required under this Agreement is maintained in force for the duration of this Agreement, as updated from time to time.

- 26.3 The Service Provider shall be required to ensure that the insurance requirements and cover provided for in this clause also cover the acts and omissions of all its sub-contractors.
- 26.4 Each Party who owns any assets or equipment shall bear the responsibility for insuring such assets and equipment. The Service Provider shall be liable to CLIENT in respect of any malicious, wilful or negligent acts or omissions performed or carried out by the Service Provider and its respective officers, directors, employees, agents, successors, assigns and sub-contractors (including arising from service, maintenance, installation and/or commissioning) on equipment in its possession or under its control.

27 SERVICE PROVIDER WARRANTIES

- 27.1 The Service Provider warrants that it:
- 27.1.1 shall for the duration of this Agreement-
 - 27.1.1.1 use adequate numbers of qualified Staff with suitable training, education, experience and skill to perform its obligations under the Agreement;
 - 27.1.1.2 use and adopt any standards and processes required by CLIENT; and
 - 27.1.1.3 perform its obligations with promptness and diligence, and in a workmanlike manner;
 - 27.1.2 shall at all times perform its responsibilities under the Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any Intellectual Property or other proprietary rights of CLIENT or any third party;
 - 27.1.3 has in place and will maintain in place all the necessary licenses, certificates, authorisations, permits, type approvals and consents that are required in terms of any applicable laws to provide the Services; and (ii) will comply in all material respects with the terms and conditions of (a) its licenses, certificates, authorisations, permits, type approvals and consents; (b) the provisions of any applicable laws; and (c) any ruling or determination made by the regulatory authority in respect of the Services;
 - 27.1.4 is and shall remain for the duration of this Agreement, fully cognisant of and compliant with any relevant legislative or regulatory requirements (as may be

amended from time to time) and/or rulings or codes of practice of any competent authority or industry body that has jurisdiction over and/or is relevant to the performance of its responsibilities under the Agreement ("**Regulatory Requirements**"). The Service Provider acknowledges that where Regulatory Requirements require changes to be effected to the Services, the Service Provider shall notify CLIENT of such Regulatory Requirements and the required changes in writing and promptly carry out all such changes at no additional cost to CLIENT. In order to achieve compliance with the Regulatory Requirements, the Service Provider will co-operate with CLIENT in prioritising the order in which the Regulatory Requirements are implemented but will ensure that same are delivered on or before the compliance date; and

27.1.5 shall for the duration of this Agreement comply with any applicable CLIENT and Customer policies and procedures which CLIENT notifies the Service Provider of from time to time.

27.2 The Service Provider further warrants and represents that –

27.2.1 it shall at all times be and remain insured, to the reasonable satisfaction of the CLIENT, against all risks appropriate to its obligations in terms of this Agreement, including but not limited to the loss or damage or destruction of computer hardware, computer software and other equipment utilised in the provision of the Services by it and the performance of all its other obligations in terms of this Agreement;

27.2.2 it is experienced in the performance of Services of a similar scope, complexity, size and sophistication as those to be performed by it in terms of the Agreement and that it possesses the high level of skill and expertise commensurate with that experience which it will make available fully to the CLIENT;

27.2.3 it is adequately and properly financed to meet all the financial obligations which it may be required to assume under the Agreement;

27.2.4 all Service Provider Personnel have the core competencies and are

knowledgeable in the CLIENT's business activities insofar as they relate to the supply of the Services in terms of this Agreement and the Service Levels; and

- 27.2.5 it shall at all times use Service Provider Personnel in the performance of the Services who have the core competencies and are paid market related remuneration;
- 27.2.6 it has taken all reasonable steps to familiarise itself with all aspects of the CLIENT as may be necessary to provide the Services and to acquire all the knowledge, experience, ability (including financial ability) to carry out its obligations in terms of the Agreement in accordance with the terms of the Agreement;
- 27.2.7 it has satisfied itself as to the correctness and sufficiency of the service fees to be paid to it under the Agreement which shall, except insofar as it is otherwise provided in the Agreement, cover all of its obligations under the Agreement and all matters and things necessary for the performance of its obligations in terms of the Agreement;
- 27.2.8 it shall be responsible for work done and services to be performed by the Staff and the failure of any of the Staff to perform will not relieve the Service Provider of any of its obligations under the Agreement;
- 27.2.9 to the best of its knowledge and belief it has disclosed to the CLIENT all facts and circumstances material to the transaction contemplated in the Agreement and which would be material or would be reasonably likely to be material to recipient of the Services and material to the Client's decision to enter into the Agreement.
- 27.2.10 shall at all times –
 - 27.2.10.1 ensure that the Services shall comply with the Specifications pertaining thereto;
 - 27.2.10.2 perform the Services in accordance with the Service Levels;

- 27.2.10.3 ensure that any and all spare parts required for the maintenance of the Equipment shall be available to CLIENT within 24 (twenty four) hours of being requested by CLIENT and that it shall have access to a supply of all spare parts required for the maintenance of the Equipment, for a period of 5 (five) years from the Effective Date of this Agreement; ensure that all Equipment delivered by the Service Provider will be free from deficiencies and will comply in all material respects with the technical and functional Specifications therefor as agreed by the Parties;
- 27.2.10.4 ensure that the Equipment will comply in all material respects with the technical and functional Specifications therefor and will be free from deficiencies;
- 27.2.10.5 the Equipment and/or all components thereof, once installed and/or implemented, will process any date and time data correctly and all date-related output and results produced by the Equipment will comply with the Gregorian calendar; and
- 27.2.10.6 where applicable, shall use all reasonable endeavours to ensure that Equipment is free from both patent and latent defects.

28 **FLOW DOWN WARRANTIES**

The Service Provider may from time to time provide Equipment for which the Service Provider is entitled to warranties and indemnities from the manufacturers, lessors or licensors of such items. Without limiting the generality of or diminishing the Service Provider's other warranties and indemnities under this Agreement, the Service Provider shall: (i) pass through to CLIENT the benefits of such warranties and indemnities to the extent that the Service Provider is permitted under any agreements between the Service Provider and such manufacturers, lessors or licensors, and (ii) enforce such warranties and indemnities as directed by CLIENT. The Service Provider shall comply with all terms and conditions of agreements with such manufacturers, lessors or licensors.

29 **GENERAL WARRANTIES**

- 29.1 Each of the Parties hereby warrants to and in favour of the other that –
 - 29.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;

- 29.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 29.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
 - 29.1.3.1 contravene any law or regulation to which that Party is subject;
 - 29.1.3.2 contravene any provision of that Party's constitutional documents; or
 - 29.1.3.3 conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and
- 29.1.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 29.1.5 it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 29.1.6 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 29.1.7 no other party is acting as a fiduciary for it; and
- 29.1.8 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 29.2 Each of the representations and warranties given by the Parties in terms of clause 29.1 shall –
 - 29.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
 - 29.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
 - 29.2.3 *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

30 OBLIGATIONS OF THE SERVICE PROVIDER

30.1 The Service Provider shall -

- 30.1.1 if any one of the Service Provider Staff is unable to perform the functions or responsibilities assigned to him or her in connection with this Agreement, (whether as a result of resignation, death, illness, termination of employment, or any other cause), as soon as reasonably possible, replace such a person with another person reasonably acceptable to the Client and at least equally as qualified and which person has the Core Competencies and is knowledgeable in the provisions of this Agreement and the provisions of the Services;
- 30.1.2 ensure that the Service Provider Staff comply with applicable Laws and any applicable Client practices, policies and procedures including any security, information technology, safety, health and environmental policies which are of general application to the CLIENT. Should any of the Service Provider Staff fail to comply with any Applicable Laws, policies, practice or procedure outlined above, the Client may refuse such Service Provider Staff access to any or all of systems, premises and personnel of the CLIENT.
- 30.1.3 ensure that all Service Provider Staff agree to comply with clause 31 of this Agreement;
- 30.1.4 at all times act in the best interests of the CLIENT in rendering the Services;
- 30.1.5 not under any circumstances and for any purpose use or mention the CLIENT's logo's and/or trademarks without the CLIENT's prior written consent
- 30.1.6 not take any action, undertake any work or make a decision which may have an adverse effect on the functions, provision or performance of the Services without obtaining the CLIENT's, prior written approval (which approval shall not be unreasonably delayed or withheld);

- 30.1.7 shall maintain complete and accurate records of the Services rendered by it, including without limitation, all supporting documentation in respect of service fees charged and payments made by the CLIENT;
- 30.1.8 allow inspection and auditing by the CLIENT's appointed auditors and at the CLIENT's expense of its books, records, systems, resources and facilities relevant to the Services contemplated in this Agreement and in order to determine compliance by the Service Provider with the terms and conditions of this Agreement. In this regard the Service Provider shall also provide any additional information as reasonably requested or required by the CLIENT and/or its auditors.
- 30.1.9 ensure that no conflict of interest arises between the CLIENT and other customers of the Service Provider in the provision of the Services. Should it be foreseen that such conflict of interest may arise or should such conflict have arisen, the Service Provider shall -
 - 30.1.9.1 immediately notify the CLIENT;
 - 30.1.9.2 where possible, do all that is necessary to avoid such conflict of interest alternatively, where such conflict has already arisen do all that is necessary to lessen any adverse impact of such conflict of interest on the Client;
 - 30.1.9.3 provide the CLIENT with all information it may reasonably require to satisfy the Client that such conflict of interest will not or has not resulted in a breach of the Agreement; and
- 30.1.10 if the Services to be provided under this Agreement have been transferred from another service provider or third party, as contemplated in section 197 of the Labour Relations Act, No 66 of 1995 ("LRA") and the Service Provider is at any time required to take transfer of that service provider's or third party's employees as a result of the conclusion of this Agreement, the Service Provider shall take transfer of such employees and comply in all respects with section 197 of the LRA in order to give effect to the transfer of the relevant

employment contracts.

- 30.2 Notwithstanding the provisions of clause 31.1, should the CLIENT be of the reasonable opinion that such conflict of interest has or will have a critical impact on the Agreement and/or the business of the CLIENT and/or has resulted in a breach of this Agreement, the Client shall be entitled to terminate the Agreement on the giving of 3 (three) months written notice thereof to the Service Provider.

31 NOTICES AND DOMICILIA

- 31.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following e-mail addresses -

Name

CLIENT

As set out in the Qoutation

Marked for the attention of:

Name

Service Provider

Physical Address

1st Floor Atterbury House,
Hampton Office Park
20 Georgian Crescent
Bryanston
2191

E-mail

[accounts@hdm
edia-ltd.co.za](mailto:accounts@hdm
edia-ltd.co.za)

Marked for the attention of: Jonathan Butterworth

provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or e-mail address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

- 31.2 All notices to be given in terms of this Agreement will be given in writing and will -
- 31.2.1 be delivered by hand or sent by e-mail;
- 31.2.2 if delivered by hand during business hours, be presumed to have been

received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

- 31.2.3 if sent by e-mail during business hours, be presumed to have been received on the date of successful transmission of the e-mail. Any e-mail sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 31.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 31.2.

32 **LIMITATION OF LIABILITY AND INDEMNITIES**

- 32.1 Without prejudice to any of the rights of the CLIENT at law or in terms of any other provision of this Agreement, the Service Provider indemnifies the CLIENT, and undertakes to hold the CLIENT harmless against any loss, damage, legal liability, expenses, legal costs (including costs on an attorney and client scale and any additional costs) or expenses of whatever nature the CLIENT may suffer or become liable for alleged to arise or arising from –
 - 32.1.1 the provision of the Services;
 - 32.1.2 the Service Provider's failure to comply with its obligations and warranties under this Agreement;
 - 32.1.3 any negligent or fraudulent act or omission of the Service Provider Personnel;
 - 32.1.4 anything done by the Service Provider in respect of the Service Provider Staff, including by not limited to, the dismissal of any Service Provider Staff or any unfair dismissal, unfair labour practice or act of unfair discrimination, and/or any claim of any nature whatsoever brought against the CLIENT by the Service Provider Staff;
 - 32.1.5 any claim which any of the Service Provider Staff or any other employees or former employees of the Service Provider may have against the CLIENT, including but not limited to any claim brought as a result of any unfair dismissal, unfair labour practice or act of unfair discrimination committed by

the Service Provider prior to or after the Commencement Date,

save to the extent that any such claim arose by virtue of the CLIENT acting in breach of its obligations under this Agreement.

33 APPLICABLE LAW AND JURISDICTION

33.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

33.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in any dispute arising from or in connection with this Agreement.

34 GENERAL

34.1 Whole Agreement

34.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

34.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

34.2 Relationship

The relationship of the Parties shall be governed by this Agreement. Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind between the Parties that would impose liability upon one Party for the act or failure to act of or by the other Party, or to authorise either Party to act as agent for the other. Save where expressly stated in this Agreement, neither Party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind, the other.

34.3 **Variations to be in Writing**

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

34.4 **No Indulgences**

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

34.5 **No Waiver or Suspension of Rights**

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

34.6 **Provisions Severable**

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this

Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

34.7 Continuing Effectiveness of Certain Provisions

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

34.8 No Assignment

34.8.1 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Service Provider without the prior signed written consent of CLIENT.

34.8.2 CLIENT shall be entitled to cede, delegate or assign this Agreement or any part, share or interest herein or any rights or obligations hereunder upon written notice to the Service Provider.

34.9 Exclusion of Electronic Signature

The reference in clauses 34.2, 34.5 and 34.8 to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.

35 COSTS

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

ANNEXURE "A" – SERVICE DESCRIPTION

The following Services shall be provided by HDM:

- Monitoring the status and operational capability of the Equipment and will respond to any faults in accordance with the timeframes set out in clause 2 below.
- Remote management assistance using VPN and wireless network technologies.
- Planned or Emergency Onsite maintenance.
- Monthly system health check.
- Monthly preventative maintenance including replacement parts for the duration of this SLA.
- Cherry picker, scissor lift or scaffolding rental cost will be provided by the Client to HDM wherever possible.

ANNEXURE "B" – SERVICE LEVELS

1. Overview

- This document represents a Service Level Agreement ("SLA") between HDM and the Client for the provisioning of the Services.
- This SLA remains subject to the terms and conditions contained in the Supply and Services Agreement ("the Agreement") entered into between the Parties.
- Any definitions used within this SLA shall bear the same meaning assigned to them in the Agreement.
- In the event of a conflict between this SLA and the Agreement, the terms of the Agreement shall prevail.

2. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support will be provided during Business Hours.
 [\(011\) 516 0001 or 082 850 2764](tel:0115160001)
- Calls received outside Business Hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however an answering machine service will be available.
- E-mail support will be provided during Business Hours:
support@hdmedia-ltd.co.za
- E-mails received outside of Business Hours will be actioned on the following Business Day.
- 24-hour remote monitoring via GSM control system.
- Onsite assistance is guaranteed within 24 hours of request from the Client, to be provided 7 days a week during Business Hours.

3. Service Requests

HDM will respond to service related incidents and/or requests submitted by the Client within 24 Hours from time of notification. A valid reference number must be obtained when logging a complaint/request for assistance.

4. Maintenance and Service Exclusions

The services will not include repairs or replacements necessitated by:

- Unauthorized personnel operating the Equipment
- Damage caused Force Majeure
- Connection of unauthorized ancillary Equipment
- Negligence and misuse of Equipment
- Electrical work external to the Equipment
- Theft
- Non genuine HDM parts used on the Equipment

ANNEXURE "C" – SECURITY STANDARDS

- The Equipment will be remotely managed via a GSM Network using a unique SIM card which will have a 10 digit PIN and a PUK number which is only available to HDM and its designated employees.
- The control and management software has a username and password which is only accessible via the GSM Network.
- There will be a dedicated internet protocol camera installed at the Designated Site which will directly facing the LED display of the Equipment which too will be accessed via the GSM Network.
- The HDM remote management technician will thus be able to log in and check the status of the screen at any given time and will also be able to verify that the screen content is playing correctly.
- The LED screen software and remote management is a complete stand-alone system which will not be connected to any third party network or infrastructure, including that of the Shopping Centre.

ANNEXURE “D” – DISASTER RECOVERY PLAN

DRP

- **Screen hardware malfunction**
 - HD Media technicians will assess the technical fault
 - Should parts need replacing these will be replaced within a 24 hour period, subject to location
 - All replacement spares are housed at HD Media, Johannesburg for the duration of the 5 year warranty
 - All hardware components are covered by a 5 year replacement warranty
 - All components are replaced if they are not repairable on site.

- **Software malfunction**
 - HD Media remote management system will notify operations via GSM communication should a technical fault occur.
 - HD Media Technicians will attend to the fault remotely and endeavor to repair same.
 - If fault cannot be rectified remotely a HD Media Technician will be dispatched during office hours.
 - In the event of call-out, the Technician will enter the premises with the clients prior approval and not leave site until the problem is solved.

ANNEXURE "E" – Occupational health and safety act warranty of compliance and indemnity

This Annexure forms an integral part to the Agreement and words and/or expressions defined in the Agreement shall bear, unless the context otherwise requires, the same meaning herein as in the main agreement.

1. The Service Provider acknowledges that the warranties, representations and/or undertakings given in this Annexure constitutes an agreement in terms of Section 37(2) of the OHS Act and/or its regulations, whereby all responsibility for health and safety matters relating to the Services performed under this Agreement, shall be the sole obligation of the Service Provider.
2. The Service Provider shall comply with all the laws and/or regulations which may be relevant to the Services performed under this Agreement, it being recorded that the presence of the Service Provider's Staff, equipment, and vehicles on or at the Designated Sites and/or any other sites at which the Services may be performed shall always be subject to the provisions of the OHS Act and of all other relevant legislation, codes of practice, directives, health and/or safety rules and security measures and the Service Provider and/or its Staff will adhere to and obey all directives and instructions given to them by CLIENT in this regard.
3. The Service Provider is an employer in its own right while performing the Services on or at the Designated Sites and/or any other sites at which the Services may be performed. In terms of Section 16(1) of the OHS Act, the Service Provider shall accordingly ensure that the requirements of the OHS Act are complied with by its Chief Executive Officer or other person of a similar or equivalent designation or capacity.
4. The Service Provider acknowledges that all responsibility for health and/or safety matters relating to its operations and/or the rendering of the Services in terms of the Agreement, shall rest and/or vest with the Service Provider in terms of Section 37 (2) of the OHS Act, and it accordingly, undertakes to comply with the terms and provision of the OHS Act in this regard.
5. The Service Provider hereby undertakes to ensure that the health and/or safety of any other person at the Designated Sites and/or any other sites at which the Services may be performed is not endangered by the conduct and/or activities of the Service Provider's Staff while they are on or at the Designated Sites and/or any other sites at which the Services may be performed.

6. The Service Provider shall obtain and hold all licenses, certificates, permits, authorisations and/ or exemptions as may be necessary from time to time in order to carry out its obligations and/or duties in terms of the Agreement.
7. The Service Provider shall ensure that the Services performed by the Service Provider's Staff on or at the Designated Sites and/or any other sites at which the Services may be performed shall be performed by a competent person and/or no unsafe and/or unhealthy work practices shall be permitted thereat.
8. The Service Provider shall ensure that all of the Service Provider's Staff assigned, or admitted to or at the Designated Sites and/or any other sites at which the Services may be performed in terms of the Agreement, observe the health, safety and/or security rules , policies, guidelines and/or procedures as might be applicable to or at the Designated Sites and/or any other sites at which the Services may be performed, as well as the provisions of the OHS Act and shall not permit any person who is not directly associated with the performance of the Services from entering the Designated Sites and/or any other sites at which the Services may be performed.
9. The Service Provider and its Staff shall not enter any area of the Designated Sites and/or any other sites at which the Services may be performed that is not directly associated with the Services.
10. The Service Provider shall ensure that all computer equipment brought by it onto the Designated Sites and/or any other sites at which the Services may be performed, are recorded at the main gate(s) and/or checkpoint(s) of the Designated Sites and/or any other sites at which the Services may be performed.
11. The Service Provider acknowledges that Staff and/or their vehicles may be subject to search at any time, and the Service Provider shall ensure that such Staff co-operate fully with such arrangements.
12. The Service Provider warrants that all of its Staff are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force for the duration of the Agreement.
13. Save as provided for in the Agreement, or as might otherwise be agreed in writing by the Parties, the Service Provider shall be obliged to provide its own equipment for the purpose of fulfilling its obligations in terms of the Agreement.

14. Should CLIENT grant permission to the Service Provider and/or its Staff to use CLIENT's equipment, then CLIENT shall not be liable for any loss or damage of any nature whatsoever, including direct, indirect and/or consequential loss, which might be suffered by the Service Provider, or any of its Staff consequent on the use of such equipment.
15. The Service Provider hereby indemnifies and holds CLIENT free and harmless against any loss or damage of any nature whatsoever, caused by, or arising out of the Service Provider's, or the Service Provider's Staff's use of CLIENT's equipment.
16. Should the Service Provider, or its Staff in any way damage CLIENT's equipment and if the loss is directly or indirectly attributable to the Service Provider and/or its Staff, then the Service Provider shall be liable, in full, for all costs and/or expenses incurred by CLIENT in repairing or replacing same and which amounts shall be due and payable by the Service Provider to CLIENT on demand.
17. The Service Provider hereby records its recognition of the inherent risks that exist on or at the Designated Sites and/or any other sites at which the Services may be performed, most particularly with regard to its operations and/or the manner in which it renders the Services thereat.
18. The Service Provider hereby acknowledges its acceptance of the risks associated with the performance of the Services, and records that neither it, nor its Staff shall have any claim against CLIENT, or any of its affiliates and/or subsidiaries, associate companies, directors and/or employees in the event of any loss, injury (whether fatal or otherwise), or damage to property occurring on or at the Designated Sites and/or any other sites at which the Services may be performed.
19. The Service Provider hereby indemnifies and holds CLIENT free and harmless against any loss, injury (whether fatal or otherwise), or damage to property sustained by third parties, where such loss, injury, or damage is the result of any negligence, wilful act, or omission, or otherwise, on the part of the Service Provider and/or its Staff.

ANNEXURE F: WEEKEND CALL OUTS TECHNICAL TEAM SERVICE LEVELS

Dear **Valued Client**

In light of the recent high volumes of technical callouts required over the weekend, we would like to take this opportunity to emphasize the importance of clearly defining the necessity for a call-out and what situations should be categorized as immediate concerns, as well as those that can be attended to during the following week.

As we move forward, the existing process for requesting a call-out or remote assistance remains unchanged. Our dedicated Operations Manager, Katleho Matsoha, will continue to be the point of contact for receiving these requests. If the matter can be addressed remotely, please ensure to include the details of the request on the relevant communication channel, such as the client WhatsApp group.

By reinforcing the distinction between urgent and non-urgent matters, we aim to optimize our response times and provide efficient support to our valued clients. This approach will also help us prioritize and allocate resources appropriately, ensuring that critical issues are addressed promptly while routine tasks are scheduled for the following week.

Katleho shall ascertain the request according to 3 (three) main categories listed below:

Category 1:

Examples of such include:

- Cable sparking;
- Endangerment of life and/or loss of life and/or limb;
- Screen has severe damage to it;
- Screen is completely off – non-operational;
- Screen site has encountered a security breach; or
- Half of the cladding is falling off (located around the screen) that may potentially cause destruction and/or bodily harm.

This category involves dire (extreme) situations involving the media screens.

This category requires emergency call outs and shall be attended to as soon as possible by the technical team.

Category 2:

Examples of such include:

- A section and/or half of the screen is off (digitally);
- Screen is flashing; or
- Image on the screen is distorted.
- Screen brightness being set to high / low

This category call out shall be attended to between 08h00 – 13h00 on Saturdays. All requests received thereafter shall be attended to the following day dependent on the urgency required. If the requirement is not classified as an immediate concern, it may be attended to the following week, from Monday onwards.

Category 3:

Examples of such include:

- Paintwork defect on and/or around the screen site.
- Requirement of a i.e., radar report; or

- Data top-up on sim card associated with the media screen.
- Defected LED chips/diodes (Not a full cluster)

This category requirement is to be attended to the following week, from Monday onwards.

Should you have any enquires in this regard, please do not hesitate to contact us for more information.

Thank you all for your cooperation and understanding. We believe that by working together and maintaining clear communication, we can effectively manage technical callouts and deliver exceptional service to our clients.

Yours sincerely,

The Viron Group (Pty) Ltd Management Team