



Enterprise Master Services Agreement

entered into between

THE CMC ENTITY INDICATED ON THE AGREEMENT SCHEDULE

("the Supplier")

and

THE CUSTOMER INDICATED ON THE AGREEMENT SCHEDULE

("the Customer")

This Master Services Agreement is intended to facilitate the conclusion of an individual contract and Service Orders between CMC and the Customer or a Customer Affiliate (as defined below). This Agreement shall be read together with the Service Order(s) delivered and accepted in accordance with this Agreement. A signed and accepted copy of this Master Services Agreement establishes the terms and conditions under which CMC shall provide the Services to the Customer.

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MASTER SERVICE AGREEMENT

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In the Agreement, unless the context clearly indicates a contrary intention:

- 1.1. the following terms and abbreviations shall have the following meanings and cognate expressions bear corresponding meanings:

- 1.1.1. **"Acceptance Criteria"** shall be any acceptance criteria specifically identified against a Service in the relevant Service Schedule and, if the Service Schedule fails to specify acceptance criteria for any given Service, the acceptance criteria for such Service shall be that it conforms to the related specifications or other related requirements set forth or expressly incorporated by reference into that Service Schedule;

- 1.1.2. **"Acceptance Testing"** is the defined process that the Supplier will adhere to in order to achieve the Acceptance Criteria and, once achieved, will render the Services ready for use by the Customer;

- 1.1.3. **"Accepted Order"** means the individual Orders executed by the Parties, specifying, amongst other things Services to be provided by the Supplier to the Customer under and upon the terms and conditions of this Agreement and the relevant Service Schedules applicable to the Accepted Order, as more fully described in clause 3;

- 1.1.4. **"Affiliate"** of a Party means –

- 1.1.4.1. the Party's holding company, the holding company(ies) of the Party's holding company (collectively "its holding companies"), its subsidiaries, and the subsidiaries of its holding companies; and

- 1.1.4.2. any other entities or persons, over which the Party has, direct or indirect, control; and

- 1.1.4.3. any other entities or persons, which have, direct or indirect, control over the Party, and for the purpose of this definition "control" shall include de facto control, the ability to substantially influence the affairs of another person, and joint control with other persons;

- 1.1.5. **"Agreement"** means this Master Services Agreement **"MSA"** and all annexures hereto, and, when the meaning so requires, all Service Schedule(s) and Accepted Orders and schedules or annexures thereto;

- 1.1.6. **"Agreement Schedule"** means the Agreement Schedule attached hereto, setting out specific details and variables pertaining to the MSA;

- 1.1.7. **"Anti-Bribery Laws"** means all applicable anti-bribery, anti-corruption and anti-money laundering laws, regulations and/or policies of South Africa, the European Union, the United States of America, the Organisation for Economic Co-operation and Development and the United Nations, including the provisions of the South African Prevention and Combating of Corrupt Activities Act, 12 of 2004, and if applicable: the US Foreign Corrupt Practices Act of 1977, the United Nations Convention

Against Corruption, and the United Kingdom Bribery Act of 2010;

- 1.1.8. **"Applicable Law(s)"** means the following, as amended from time to time, to the extent it applies to a Party, or the Services (including the performance, delivery, receipt or use of the Services, as applicable and wherever occurring):

- 1.1.8.1. any statute, regulation, notice, policy, directive, ruling or subordinate legislation (including treaties, multinational conventions and the like having the force of law);

- 1.1.8.2. the common law;

- 1.1.8.3. any binding court order, judgement or ruling;

- 1.1.8.4. any applicable industry code, policy or standard enforceable by law; or

- 1.1.8.5. any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or industry body;

- 1.1.9. **"Causal Event"** means –

- 1.1.9.1. a compromise, scheme of arrangement or composition by a Party with any or all of its creditors;

- 1.1.9.2. liquidation of a Party or placement of a Party under judicial management, whether provisionally or finally;

- 1.1.9.3. a cessation, or a reasonable prospect of cessation (as the case may be), of the carrying on of a Party's normal line of business;

- 1.1.9.4. the commission of any act or any omission which if it had been done or omitted to be done by a natural person would be an act of insolvency, or the existence of circumstances which would allow for the winding up of a Party in terms of Applicable Law, as the case may be;

- 1.1.10. **"Charges"** means those charges payable by the Customer to the Supplier relating to the provision of the Services specified in the relevant Accepted Order;

- 1.1.11. **"Data Processing Schedule"** means the data processing schedule attached hereto;

- 1.1.12. **"Documentation"** means any document or other material provided to the Customer by or on behalf of the Supplier in any current or future format or medium and intended for delivery to the Customer to describe or otherwise assist in the use of the Software and/or Services;

- 1.1.13. **"Downtime"** means the period that a Service (whether in whole or in part) is not available for normal use by the Customer;

- 1.1.14. **"Excused Outage"** means any interruption of Service as a result of:

- 1.1.14.1. any event of Force Majeure as contemplated in clause 20;

- 1.1.14.2. Planned Downtime or Urgent Downtime; or

- 1.1.14.3. cable theft; and/or

- 1.1.14.4. any delay in restoring the Service as a result of Customer's act or omission;

- 1.1.14.5. the Customers' failure to perform or delay in performing any of its obligations under the Agreement or any other act or omission of the Customer, its Affiliates and any of their agents, subcontractors, consultants or employees;
- 1.1.15. **"Equipment"** means the equipment used by the Supplier to provide any of the Services;
- 1.1.16. **"Governmental Body"** means a government or any division thereof and any ministry or governmental, quasi-governmental, or other regulatory department, body, instrumentality, agency or authority or any division thereof;
- 1.1.17. **"Initial Service Term"** means, in relation to an Accepted Order, the term stipulated in such Accepted Order;
- 1.1.18. **"Intellectual Property Rights" or "IP"** means all means all intellectual property rights of any kind whatsoever, including without limitation, patents, trademarks, service marks, design rights, trade names, present and future copyrights, trade secrets, know-how, processes, process methodology and all other identical or similar intellectual property rights or obligations, as may exist anywhere in the world, whether or not registrable or registered and any applications for registration of such intellectual property;
- 1.1.19. **"Location"** means the premises of the Customer which a Service is provided under the Agreement;
- 1.1.20. **"Materials"** means any works in which copyright subsists in any format provided to the Customer by or on behalf of the Supplier for use by the Customer in marketing, advertising or promoting the Services;
- 1.1.21. **"Network"** means the electronic communications network that are supplied, owned, operated or used by the Supplier from time to time in the provisioning of the Services;
- 1.1.22. **"Parties"** means the Customer and the Supplier and either one of them as the context may require;
- 1.1.23. **"Planned Downtime"** has the meaning given to it in clause 15.1;
- 1.1.24. **"Prime Rate"** means the publicly quoted prime rate of interest, compounded monthly in arrears and calculated on a *per annum* basis and on a 365-day year irrespective of whether or not the year is a leap year, from time to time published by First National Bank Limited as being its prime overdraft rate, as certified by any representative of that bank whose authority, appointment and designation it shall not be necessary to prove;
- 1.1.25. **"RFS Date"** means the ready for service date, which is when the Supplier gives the Customer written notice that the Service is operational and has been fully tested by the Supplier and passed the Acceptance Criteria as specified in the relevant Service Schedule;
- 1.1.26. **"Service(s)"** means the services and associated services and/or work as stipulated in each Accepted Order and the Agreement generally, as required by the Customer and agreed to between the Parties, to be rendered and performed by the Supplier in terms of the Agreement;
- 1.1.27. **"Service Commencement Date"** means the date contemplated in clause 5.1;
- 1.1.28. **"Service Credits"** means those service credits, if any, payable by the Supplier to the Customer in respect of its failure to meet the relevant Service Levels as may be described in the Service Schedule;
- 1.1.29. **"Service Levels"** means those service levels that applies to Services, as set out in the Service Schedule;
- 1.1.30. **"Service Schedule"** means a Service Schedule signed by the Parties setting out the terms and conditions applicable to a specific Services;
- 1.1.31. **"Service Software"** means any software hosted and controlled by, or for and on behalf of, the Supplier and made available to the Customer by the Supplier by way of a software as a service platform;
- 1.1.32. **"Signature Date"** means the date of signature of this Agreement by the last Party to do so;
- 1.1.33. **"Software"** means any software provided or licensed by the Supplier to the Customer under the Agreement in any current or future format, but excluding any Service Software;
- 1.1.34. **"Specific SLA"** has the meaning given to it in 7.2;
- 1.1.35. **"Service Level"** means the standard service level agreement entered into between the Customer and the Supplier attached to each Service Schedule, as updated, amended and/or supplemented by the Specific SLA;
- 1.1.36. **"Term"** and Initial Service Term and any renewal periods thereafter;
- 1.1.37. **"Urgent Downtime"** means Downtime which is required to occur immediately, or as a matter of urgency and where the Supplier is unable to schedule such Downtime;
- 1.1.38. **"Use"** means to read and use the Software in accordance with the Software's license terms and conditions; and
- 1.2. clause headings and the heading of this Agreement are for convenience only and are not to be used in its interpretation;
- 1.3. an expression which denotes: –
- 1.3.1. any gender includes the other genders;
- 1.3.2. a natural person includes a juristic person and *vice versa*; and
- 1.3.3. the singular includes the plural and *vice versa*;
- 1.4. any reference to: –
- "Business Hours" means the hours between 08h00 and 17h00 on any Business Day. Any reference to time shall be based upon the applicable in-country business hours where the Suppliers' services are deployed;
- 1.4.1. "years" and "months" means calendar years and months and any reference to "days" means 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 South Africa from time to time;

- 1.4.2. "Tax" means all statutory or regulatory taxes or levies (or any similar tax replacing or substituting it) whatsoever in terms of any Applicable Laws, and includes all additional tax, penalties and interest payable as a consequence of any failure or delay in paying any taxes, relating to the Services and "Taxes" shall have a corresponding meaning;
- 1.5. 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;
- 1.6. any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement;
- 1.7. if any term is defined within the context of any particular clause, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of the Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.8. expressions defined in the Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 1.9. a reference to any statutory enactment, regulation or other legislation shall be construed as a reference to that statutory enactment, regulation or other legislation as at the Signature Date and as amended or substituted from time to time;
- 1.10. 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;
- 1.11. if the due date for performance of any obligation in terms of the Agreement is a day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the next succeeding Business Day;
- 1.12. the rule of construction that an agreement shall be interpreted against the Party responsible for the drafting of such agreement, shall not apply to this Agreement;
- 1.13. no provision of the Agreement shall, unless otherwise expressly stipulated, constitute a stipulation for the benefit of any person who is not a Party to this Agreement; and
- 1.14. the use of any expression in the Agreement covering a process available under South African Applicable Law, such as winding-up (without limitation *eiusdem generis*), shall, if any of the Parties to the Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the Applicable Law of such other jurisdiction.

2. RECITAL

- 2.1. Customer is willing to appoint the Supplier to provide the Services and the Supplier is willing to accept such appointment, on the terms and conditions contained herein.

- 2.2. The Parties now wish to record the terms and conditions upon which the Supplier will provide the Services to the Customer.

3. ACCEPTED ORDER

- 3.1. This MSA is an enabling agreement in terms of which the Supplier will provide the Services to the Customer and the Parties may execute Accepted Orders specifying the specific Services and deliverables (including the Customer's business requirements, specifications and the Supplier's technical specifications) which the Supplier will provide to the Customer.
- 3.2. The Customer or any of its Affiliates shall be entitled to order any of the Services from the Supplier by submitting an order to the Supplier therefor (in each instance constituting an "**Order**").
- 3.3. The Supplier shall respond to the Customer or its Affiliate (as the case may be) in writing within 3 (three) Business Days of receipt of any Order stating whether the Supplier rejects the Order, accepts the Order or proposes changes to the Order.
- 3.4. If an Order is accepted by the Supplier, or the Customer or its Affiliate (as the case may be) accepts the Supplier's proposed changes, or the Parties otherwise reach written agreement (in each instance constituting the "**Accepted Order**") then the Supplier shall provide the requested Services in accordance with the provisions of the Agreement.
- 3.5. An Accepted Order may amend the terms and conditions of this MSA only with respect to the subject matter of such Accepted Order and only if it is specifically recorded by the Parties that they wish to amend the terms and conditions of this MSA. Insofar as any Accepted Order specifically amends the provisions of this MSA, such amended provisions in the Accepted Order shall prevail in respect of that Accepted Order only, notwithstanding the provisions of clause 3.6.
- 3.6. Except as provided in Clause 3.5, in the event of a conflict between the various documents agreed upon by the Parties, such conflict shall be resolved in accordance with the order of precedence (in descending order of priority) as follows (i) the Accepted Order; (ii) a Service Schedule; (iii) this MSA;
- 3.7. Each Accepted Order shall:
- 3.7.1. form a separate agreement between the Customer or its Affiliate (as the case may be) and the Supplier; and
- 3.7.2. be deemed to incorporate the terms and conditions of this MSA and the relevant Service Schedules, except to the extent expressly varied in such Accepted Order. For the avoidance of doubt, where the relevant Order was submitted by an Affiliate of the Customer, references to "Customer" in this MSA shall, when incorporated in each such Order, be deemed to refer to the relevant Affiliate of the Customer who is a signatory to such Accepted Order.
- 3.8. The Accepted Order together with the relevant terms of the Service Schedules and this MSA shall constitute the sole and entire contract between the Customer and the Supplier in respect of the provision of such Service(s).

4. SUPPLIER AFFILIATES

- 4.1. **Entitlement:** The Parties agree that Supplier's Affiliates are entitled to benefit under this Agreement. As such, except to the extent expressly provided to the contrary in writing and signed by the Parties (whether in an Accepted Order or otherwise), Supplier Affiliates and Customer will be entitled to conclude Accepted Orders for the delivery of Services to Customer directly, in which event each reference in this Agreement to the Supplier will, for the purposes of such Accepted Orders, be read as a reference to the Supplier Affiliate in question.
- 4.2. **Accepted Orders with Affiliates:** Any Accepted Order concluded between the Supplier Affiliate and the Customer pursuant to clause 4.1 shall only be valid and binding if it states on the face of it that such is concluded pursuant to this Agreement and this Agreement is fully described therein.

5. ACCEPTANCE TESTING AND SERVICE HANDOVER

- 5.1. The Service Commencement Date, under an Accepted Order shall be the earlier of:
- 5.1.1. the date upon which the Customer starts to use the Service; or
- 5.1.2. the Service Commencement Date contemplated in clauses 5.2.1, 5.4 and 5.5 below.
- 5.2. On the RFS Date, the Supplier will provide the Customer with written notice that the Service is ready for Customer testing. The Customer will have 72 (seventy-two) hours to test the Service and notify the Supplier in writing:
- 5.2.1. that the Service corresponds with the Acceptance Criteria, in which case this will be the Service Commencement Date; or
- 5.2.2. why the Customer (acting reasonably) asserts that the Service does not correspond with the Acceptance Criteria.
- 5.3. If the Customer notifies the Supplier of a failure of the Service to achieve the Acceptance Criteria, then the Supplier will retest the Service and once the failure is resolved, will reissue the RFS Date notice and the Customer will have a further 72 (seventy-two) hours to re-test the Service.
- 5.4. If the Supplier can show that the Service has achieved the Acceptance Criteria and the Customer does not accept the Service, the Service will be deemed accepted and such date will become the Service Commencement Date.
- 5.5. Should the Customer fail to notify the Supplier in writing of any service failures within 72 (seventy-two) hours of the RFS Date, then the Service will be deemed accepted and this will be the Service Commencement Date.

6. TERM

- 6.1. The Agreement supersedes all other agreements signed between Supplier and Customer.
- 6.2. The provision of any Service under an Accepted Order shall commence on the Service Commencement Date.
- 6.3. On the expiry of the Initial Service Term, an Accepted Order shall continue until either Party gives 90 (ninety) days prior written notice to the other Party to terminate the Accepted Order.

- 6.4. In the event of termination of an Accepted Order prior to the expiry of the Initial Service Term, the Customer shall be liable for payment to the Supplier of the balance of the Charges, as specified in such Accepted Order, calculated from the date of early termination of such Service to the date of expiry of the Initial Service Term.

- 6.5. Should the Customer cancel or terminate an Accepted Order at any time prior to the Service Commencement Date for any reason whatsoever, then the Customer will be liable to pay the Supplier the non-reoccurring Charges relating to the Accepted Order.

- 6.5.1. The costs referenced in clause 6.5 above shall include, the actual costs incurred by the Supplier up to the cancellation date (i.e. engineering, design, planning, procurement, third-party vendor costs, and administrative expenses).

- 6.5.2. Any non-recoverable costs associated with the cancellation, including early termination fees from suppliers, subcontractor charges, and any materials or equipment purchased specifically for the project.

- 6.5.3. The Customer must provide written notice of cancellation at least 30 days prior to the intended termination date

- 6.5.4. Reasonable compensation for the time, resources and labour expended on the project by the Supplier, including any work-in progress efforts that cannot be reallocated.

- 6.6. Any notice of cancellation of a service, in whole or in part, issued by the Customer shall be subject to a seven (7) business day administrative processing period, effective from the date of receipt of the formal written cancellation notice by the Provider.

- 6.6.1. The Customer's contractual cancellation term, as specified in the Master Service Agreement (MSA) or individual Service Order Form, will commence only after the completion of this seven (7) business day administrative processing period.

- 6.6.2. The Customer agrees and acknowledges that this administrative processing period is necessary to manage the internal and external procedures required for service decommissioning and cancellation of associated third-party supplier services.

- 6.6.3. The Customer shall remain liable for all service charges during this seven (7) business day administrative processing period, in addition to any charges applicable under the contractual cancellation terms.

- 6.7. This MSA shall come into force on the Signature Date and shall continue indefinitely unless for so long as any Accepted Order remains in effect.

7. SERVICE LEVELS

- 7.1. Subject to clause 7.3, the Services provided by the Supplier shall meet the Service Levels set out in the Service Schedule or such other service levels as may be agreed between the Parties in writing.

- 7.2. Concurrently with entering into each Accepted Order, the Customer and the Supplier will execute an annexure thereto that specifically relates to such Accepted Order and contains, among other things,

a detailed description of the Services and all applicable Service Levels for the Services per Location ("**Specific SLA**").

- 7.3. Any failure to meet Service Levels set out in the Service Schedule as a result of an Excused Outage shall not be a breach of the obligations of the Supplier under this MSA, any Accepted Order or otherwise and shall not entitle the Customer to receive any Service Credits.
- 7.4. Subject to clause 7.5, in the event that the Supplier fails to meet Service Levels, the only remedy of the Customer shall be to receive Service Credits in accordance with the Service Schedule or as otherwise agreed between the Parties in writing. Any such Service Credits due to the Customer shall be set off by the Supplier against the next invoice issued in relation to the relevant Accepted Order.
- 7.5. The Customer must notify the Supplier in writing that it is of the view that it is entitled to Service Credits within 30 (thirty) days after the end of the calendar month in which the relevant failure to meet Service Levels occurred. Should the Customer fail to deliver such notice to the Supplier within the aforesaid 30 (thirty) day period, the Customer shall not be entitled to receive Service Credits or have any other claim against Supplier and waives all and any rights which it may have to do so.
- 7.6. Notwithstanding the foregoing, the Supplier reserves the right to withhold Service Credit claims should any of the Supplier invoices be overdue or outstanding.

8. SUPPLIER'S OBLIGATIONS

- 8.1. The Supplier undertakes that, for the duration of any Accepted Order: -
 - 8.1.1. it shall comply with all Applicable Laws, including Anti-Bribery Laws in the performance of its obligations in terms of the Accepted Order;
 - 8.1.2. it will procure that the Services contemplated in such Accepted Order are designed, delivered, installed and maintained by appropriately skilled, trained, experienced and qualified personnel using all due skill, care and diligence; and
 - 8.1.3. it holds and shall use its reasonable endeavours to continue to hold, all necessary regulatory approvals, licences, authorisations, codes, permits and consents required in order for it to fulfil its obligations under the relevant Accepted Order.
- 8.2. The Supplier is not responsible for the installation, configuration, management, maintenance or control of elements agreed to be provided by the Customer.

9. THE CUSTOMER'S OBLIGATIONS

- 9.1. The Customer shall be obliged to: -
 - 9.1.1. provide, in a timely manner and at no charge, the co-operation and access to such documentation, information, materials and items required by the Supplier in order to provide the Services;
 - 9.1.2. provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Locations and any other premises, office accommodation, data and other facilities as

required by the Supplier in order to provide the Services;

- 9.1.3. ensure that its network and systems comply with the relevant specifications, operating procedures and interconnection requirements specified by the Supplier;
- 9.1.4. provide the Supplier with such additional documentation, including letters of agency, as may be reasonably required and necessary for the Supplier to procure local access in connection with the Services;
- 9.1.5. keep, maintain and insure (against loss, damage and theft) the Equipment in accordance with the Supplier's instructions from time to time and not dispose of or use the Equipment other than in accordance with the Supplier's written instructions or authorisation;
- 9.1.6. use the Service strictly for the purposes for which it is designed and expressly supplied in terms of the Accepted Order; and
- 9.1.7. not knowingly use the Service, in any manner which may directly or indirectly have the effect of: -
 - 9.1.7.1. violating any Applicable Law, including Anti-Bribery Laws;
 - 9.1.7.2. violating the acceptable usages of any networks, equipment or services which are accessed through the Network;
 - 9.1.7.3. infringing on the Intellectual Property Rights of others;
 - 9.1.7.4. being fraudulent, deceptive, or misleading; and
 - 9.1.7.5. involving illegal or unauthorized access, exploitation, interruptions or monitoring;
- 9.1.8. hold and shall use its reasonable endeavours to continue to hold, all necessary regulatory approvals, licences, authorisations, codes, permits and consents required in order for it to receive the Services.

10. CHARGES AND PAYMENT

10.1. Non-recurring Charges

- 10.1.1. The Supplier shall invoice the Customer the full installation fee set out in each Accepted Order following the Service Commencement Date and such invoice shall be payable by no later than 30 (thirty) days following the date of such invoice.
- 10.1.2. The Supplier shall invoice the Customer in relation to any other non-recurring Charges immediately following the completion and acceptance of the Services to which such Charges relate and such invoice shall be payable by no later than 30 (thirty) days following the date of such invoice.

10.2. Recurring Charges

- 10.2.1. The Charges for each Service will commence on the Service Commencement Date in respect of each Service.
- 10.2.2. In relation to all Charges which are monthly recurring Charges:
 - 10.2.2.1. in respect of Data Services:

- 10.2.2.1.1. the Supplier shall invoice the Customer monthly in advance on the first day of the month preceding the month in which the Services will be provided; and
- 10.2.2.1.2. the Customer shall make payment in respect of each such invoice by no later than the last day of the month in which the Services will be provided; and
- 10.2.2.2. in respect of VOIP/Voice Services:
 - 10.2.2.2.1. the Supplier shall invoice the Customer monthly in arrears by no later than the 15th day of the month immediately following the month in which the Services will be provided; and
 - 10.2.2.2.2. the Customer shall make payment in respect of each such invoice by no later than 7 (seven) days following the date of issue of the relevant invoice.
- 10.3. All amounts payable by the Customer in terms of the Agreement shall be paid, without any deduction, set-off or withholding of whatsoever nature, in cash, by way of electronic fund transfer into the bank account nominated by the Supplier in writing from time to time. In the event that the Customer is required by Applicable Law to withhold or deduct any Taxes from any amounts payable by it in terms of the Agreement, the Customer will pay the additional amounts necessary so that the net amount received by the Supplier after the withholding or deductions is not less than the amount that the Supplier would have received in the absence of such withholding or deductions.
- 10.4. Should the Customer fail to make payment of any amount owing by it under the Agreement, then, without prejudice to such other rights as may accrue to the Supplier a consequence of such failure, the Customer shall be liable for interest on the unpaid portion of such payment at the Prime Rate (capitalised monthly in arrears on the balance due) plus 5% (five percent), from the date on which such payment was due to the date of actual payment, both dates inclusive.
- 10.5. The Supplier reserves the right to increase the Charges should any Taxes increase, or any additional Taxes are levied in the country where the Services are being provided.
- 10.6. Invoice Disputes
 - 10.6.1. In the event that the Customer fails to dispute any invoice provided by the Supplier under the Agreement by delivering written notice to the Supplier prior to the date on which the Customer is required to make payment thereof, the invoice shall be deemed to be correct and the Customer shall not be entitled to raise any dispute in relation thereto and waives all and any rights which it may have to do so.
 - 10.6.2. Should the Customer dispute any portion of an invoice in accordance with clause 10.6.1, the Customer shall still be required to make payment of any undisputed amount owing under the relevant invoice on the due date thereof.
- 10.7. Tax
 - 10.7.1. All Charges are stated exclusive of Taxes. The Supplier shall invoice the Customer all Taxes imposed on the provision of the Services.

- 10.7.2. The Customer shall timeously pay all applicable Taxes to the Supplier that are stated on a validly issued tax invoice submitted by the Supplier and shall pay any penalty, interest, additional Tax or other charge that may be levied or assessed as a result of the delay or failure of the Customer to make payment in terms of this clause 10.7.2.

11. CHANGES TO THE NETWORK OR SERVICES

- 11.1. The Supplier may at any time and, without notice, unilaterally change the Network, the Services or any Equipment: -
 - 11.1.1. if it is required to do so to comply with any Applicable Law or direction from a Governmental Body; or
 - 11.1.2. where it is reasonably required for operational reasons.
- 11.2. In the event the Supplier makes any changes to the Network, the Services or any Equipment pursuant to clause 11.1.2 and as a result the modified Service no longer meets the specifications set out in an Accepted Order, the Customer shall have the right upon 90 (ninety) days written notice to the Supplier to cancel the Accepted Order in relation to that Service without penalties, charges or liability whatsoever.
- 11.3. Any cancellation of a Service by the Customer in terms of clause 11.2 above shall however be without prejudice to the Supplier's claims accrued in respect of the cancelled Service supplied prior to date of modification thereof.

12. SUSPENSION OF SERVICES

The Supplier may, without terminating this MSA or any Accepted Order, suspend part or all of the Services until further notice: -

- 12.1. by giving the Customer 5 (five) Business Days written notice of its intention to this effect if:
 - 12.1.1. the Supplier is entitled to terminate this MSA or any Accepted Order as provided for in clause 18 hereunder; or
 - 12.1.2. the Customer fails to make timeous payment of Charges in accordance with clause 10; or
- 12.2. with immediate effect by written notice to the Customer if the Supplier is obliged to comply with any Applicable Law or request of a Governmental Body, an emergency services organisation, or other competent administrative authority having jurisdiction over the area where the Services are supplied.

13. EQUIPMENT

- 13.1. The Supplier shall remain the owner of the Equipment at all times and the Customer shall not acquire any right or interest therein. However, risk in the Equipment shall pass to the Customer on installation thereof at the Location(s).

14. LOCATIONS

- 14.1. The Customer shall, at its own cost, prepare the Location(s) in accordance with the Supplier's reasonable written requirements and instructions to enable timeous installation of any necessary Equipment by the Supplier.
- 14.2. The Customer shall, at its own cost, provide electricity supply and earth connection, both deemed adequate and suitable in the sole

- discretion of the Supplier, for the operation of any Equipment to be installed at the Location(s).
- 14.3. The Customer shall provide reasonable assistance to enable the Supplier to carry out its obligations in terms of the Agreement, including, without limitation, giving reasonable access to the Location(s) to install and maintain the Equipment and provide the Services and conduct any maintenance work as contemplated in clause 15.
15. **MAINTENANCE**
- 15.1. The Supplier shall from time to time perform planned or scheduled maintenance services, solely in order to maintain or improve the performance of the Services, on dates to be determined by Supplier ("Planned Downtime"). Where reasonably possible, the Supplier shall provide Customer with at least 7 (seven) days' written notice prior to the performance of any such Planned Downtime.
- 15.2. Supplier shall use commercially reasonable endeavours to minimize any interruptions as a result of such Planned Downtime, and to accommodate reasonable requests from Customer regarding the timing of such Planned Downtime. Any service interruption that occurs as a result of the performance of Planned Downtime in accordance herewith shall not constitute a breach of this Agreement nor shall it entitle Customer to any Service Credits.
- 15.3. In the event of any unplanned Downtime, or interruption to the services ("Urgent Downtime"), Supplier shall use commercially reasonable endeavours to resume performance of its obligations under this Agreement. Any service interruption that occurs as a result of the performance of Unplanned Downtime in accordance herewith shall not constitute a breach of this Agreement nor shall it entitle Customer to any Service Credits.
- 15.4. Notwithstanding the foregoing, the Supplier reserves the right to withhold Service Credit claims should the Supplier invoice be outstanding payment from the Customer for more than 60 (sixty) days.
16. **EMPLOYEE ISSUES**
- 16.1. Each Party (the "**Restrained Party**") hereby undertakes in favour of the other that during the term of this Agreement and for a period of 12 (twelve) months thereafter, it shall not solicit, induce or encourage any Employee of the other Party to terminate their employment with that Party for any reason but in particular for the reason of being employed by, contracted to, assisting, representing or otherwise being involved with the other Party in competition with the Restrained Party or otherwise to the detriment of any business of the Restrained Party.
- 16.2. For the purposes of this clause 16, "**Employee**" shall mean any senior employee of either Party or any of its Affiliates engaged in a sales, executive, or technical capacity and who has performed work of a material nature for the other Party or any of its Affiliates at any time during the term of this Agreement.
- 16.3. The provisions of clause 16.1 shall not prohibit the employment or engagement of any such person:
- 16.3.1. resulting from general advertisements for employment conducted by the relevant Party (including any recruitment efforts conducted by any recruitment agency);
- 16.3.2. if such person approaches the relevant Party on an unsolicited basis; or
- 16.3.3. following cessation of such person's employment with the other Party without any solicitation or encouragement by the relevant Party provided that any restraint or similar obligation to the other Party has expired,
- and none of the above shall constitute a breach of clause 16.1.
17. **GENERAL WARRANTIES**
- 17.1. Each of the Parties hereby represents and warrants to and in favour of the other Party that as at the Signature Date and for the duration of the Agreement: –
- 17.1.1. it has the necessary power and legal capacity to enter into and perform its obligations under the Agreement and all matters contemplated herein, to sue and be sued in its own name, to carry on the business which it conducts and to own its assets;
- 17.1.2. it has taken all necessary corporate and/or internal action to authorise the execution and performance of the Agreement;
- 17.1.3. the provisions of the Agreement are and shall remain legally binding on it and the obligations imposed on it pursuant to the Agreement and constitute its legal, valid and binding obligations, enforceable in accordance with their terms;
- 17.1.4. the execution of the Agreement and the performance of its obligations thereunder does not and shall not: –
- 17.1.4.1. contravene any law or regulation to which that Party is subject; or
- 17.1.4.2. contravene any provision of that Party's constitutional documents; or
- 17.1.4.3. conflict with, or result in a breach of any terms of, or constitute a default under any agreement or other instrument to which it is a Party, or any licence or other authorisation to which it is subject, or by which it or any of its property or revenues are bound, so as to prevent it from performing its obligations under the Agreement.
- 17.2. Each of the representations and warranties given by the Parties in terms of clause 17.1 shall: –
- 17.2.1. 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 the Agreement;
- 17.2.2. continue and remain in force notwithstanding the completion of any or all the transactions contemplated in the Agreement; and
- 17.2.3. *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into the Agreement.
18. **BREACH AND TERMINATION**
- 18.1. **Breach.** Should either Party (the "**Breaching Party**") breach any provision of this Agreement (save for a breach by the Supplier of any Service Levels) and fail to remedy such breach within

- 5 (five) Business Days after receiving written notice requiring it to do so from the other Party (the "**Innocent Party**"), then the Innocent Party shall be entitled, without prejudice to its other rights in law including any right to claim damages, to claim immediate specific performance of the obligations in respect of which the Breaching Party is in default, or in the case of a material breach of a provision going to the root of the Agreement or relevant Accepted Order (including, without limitation, the failure by the Customer to make timeous payment to the Supplier of any Charges on the due date therefor), to cancel this Agreement or such Accepted Order by giving written notice to that effect to the Breaching Party.
- 18.2. **Other grounds for termination with cause:** If a Causal Event occurs in respect of either Party, then the other Party shall be entitled, but not obliged, to terminate this MSA and any or all Accepted Order on written notice to the Customer, in which event such termination shall be without any liability to the Supplier and without prejudice to any claims which the Supplier may have against the Customer.
19. **CONSEQUENCES OF TERMINATION**
- 19.1. Expiration or termination of an Accepted Order shall not affect any other Accepted Orders or this MSA.
- 19.2. If the term of any Accepted Order extends beyond the term of this MSA, the terms and conditions of this MSA shall apply to such Accepted Order until the Services provided thereunder are complete or such Accepted Order is terminated in accordance with this MSA.
- 19.3. Upon termination of any Accepted Order, the Customer shall: -
- 19.3.1. immediately desist from using the relevant Services; and
- 19.3.2. make immediate payment of all Charges properly incurred up to and including the date of termination.
- 19.4. The Supplier shall be entitled to immediately remove all relevant Equipment from the Customers' premises or the Locations and the Customer shall, and shall procure its Affiliates provide the Supplier with all necessary access in order to enable it to do so.
- 19.5. The provisions of clause shall survive termination or expiry of this Agreement.
20. **FORCE MAJEURE**
- 20.1. Should a Party ("**Affected Party**") be prevented from fulfilling any of its obligations in terms of the Agreement or Accepted Order as a result of an event of *force majeure*, then –
- 20.1.1. those obligations shall be deemed to have been suspended to the extent that and for so long as the Affected Party is so prevented from fulfilling them;
- 20.1.2. the Affected Party shall notify the other Party in writing of such event of *force majeure* within 5 (five) Business Days of the occurrence of such event and such notice shall include an estimation of the approximate period for which the suspension in terms of clause 20.1.1 will endure. Such estimate shall not be binding on the Affected Party; and
- 20.1.3. the duration of the Accepted Order as well as each period within which and each date by which any obligation is required to be performed in terms of the Accepted Order shall be extended or postponed, as the case may be, by the period of suspension in terms of clause 20.1.1.
- 20.2. Should the Affected Party partially or completely cease to be prevented from fulfilling its obligations by the event of force majeure, then the Affected Party shall immediately give written notice to the other Party of such cessation and the Affected Party shall, as soon as possible, fulfil its obligations which were previously suspended; provided that in the event and to the extent that fulfilment is no longer possible or the other Party has given written notice that it no longer requires such fulfilment, the Affected Party shall not be obliged to fulfil its suspended obligations.
- 20.3. Should an event of force majeure continue for more than 90 (ninety) days after the date of the notice referred to in clause 20.1.2 and notice of cessation in terms of clause 20.2 not have been given, then the other Party shall be entitled (but not obliged) to terminate the relevant Accepted Order by giving not less than 30 (thirty) days written notice to the Affected Party to that effect; provided that any such notice of termination shall be deemed not to have been given if a notice of cessation in terms of clause 20.2 is received by the other Party prior to the expiry of such 30 (thirty) day period.
- 20.4. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of the Affected Party, including, *inter alia*, *vis maior*, *casus fortuitus*, any act of God, strike or other labour dispute, theft, fire, explosion, riot, insurrection or other civil disorder, war (whether declared or not) or military operations, any breach of agreement by a supplier, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order and export control and power outages or interruptions of other utility services, magnetic interference or solar radiation.
21. **CONFIDENTIALITY**
- 21.1. Any information obtained by any Party (the "**Recipient**") in terms, or arising from the implementation of the Agreement as well as the existence and terms of the Agreement shall be treated as confidential by the Parties and shall not be used, divulged or permitted to be divulged to any person not being a Party to this Agreement, without the prior written consent of the other Party (the "**Disclosing Party**") save that:
- 21.1.1. each Party shall be entitled to disclose such information to its employees, and to its directors, shareholders, professional advisors and funders who have a need to know and who have been directed by the disclosing Party to keep such information confidential and have undertaken to keep such information confidential;
- 21.1.2. each Party shall be entitled to disclose such information if it is or becomes generally available to the public other than by the negligence or default of the Recipient or by the breach of the Agreement by the Recipient;

- 21.1.3. no Party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it;
- 21.1.4. each Party shall be entitled to disclose such information if the Disclosing Party confirms in writing it is disclosed on a non-confidential basis;
- 21.1.5. each Party shall be entitled to disclose such information if such information has lawfully become known by or come into the possession of the Recipient on a non-confidential basis from a source other than the Disclosing Party having the legal right to disclose same; or
- 21.1.6. each Party shall be entitled to disclose such information if it is required to be disclosed by Law or by any recognised stock exchange,

provided that –

- 21.1.7. the onus shall at all times rest on the Recipient to establish that information falls within the exclusions set out in clauses 21.1.2 to 21.1.6;
- 21.1.8. information will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in the Recipient's possession; and
- 21.1.9. any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient's possession.
- 21.2. In the event that the Recipient is required to disclose information as contemplated in clause 21.1.6, the Recipient will: –
 - 21.2.1. advise the Disclosing Party thereof in writing prior to disclosure, if possible;
 - 21.2.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
 - 21.2.3. afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings;
 - 21.2.4. comply with the Disclosing Party's reasonable requests as to the manner and terms of any such disclosure; and
 - 21.2.5. notify the Disclosing Party of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it is made.
- 21.3. A Party must, on termination of the Agreement, immediately upon the written demand by the other Party return to the other Party, destroy or delete as the other Party directs, all original documents and copies (including those in electronic form) which contain or relate to information of the other Party.
- 21.4. The provisions of clause shall survive termination or expiry of this Agreement.

22. INTELLECTUAL PROPERTY

- 22.1. The Customer acknowledges that the Supplier is the proprietor or lawful licensee of all Intellectual Property Rights subsisting or embodied in the Documentation, Materials, Software, Service Software, Equipment and the Services.

- 22.2. For the duration of each Accepted Order, and subject to the terms and conditions set out in the Agreement, the Supplier grants to the Customer, and the Customer accepts, a non-exclusive right in the area in which the relevant Services are being provided to:

- 22.2.1. use, but not reproduce, modify, copy or adapt, in whatsoever manner, the Documentation and Materials;
- 22.2.2. Use the Software; and
- 22.2.3. access the Service Software;

for the sole purpose of enjoying the benefit of the Services for its own business purposes.

- 22.3. Nothing in this Agreement grants to the Customer any right, title or interest in or to any Intellectual Property Right in or to any Documentation, Materials, Software, Service Software, Equipment or the Services otherwise than as specifically and expressly provided for herein.
- 22.4. The Customer shall not copy or reproduce or permit any party to copy or reproduce the Documentation, Materials or the Software, except as strictly required by the Customer to enjoy the benefit of the Services.
- 22.5. The Customer shall not, decompile, reverse compile, disassemble or print the source code nor derive nor attempt to derive the source code of the Software or the Service Software. The Parties record that any breach of the provisions of this clause will constitute an irremediable material breach of this Agreement.
- 22.6. The Customer shall not be permitted to use the Supplier's Intellectual Property Rights for the benefit of any entities other than the Supplier without the written consent of the Supplier, which may be withheld at the Supplier's sole discretion. Except as otherwise requested or approved by the Supplier, which approval shall be in the Supplier's sole discretion, the Customer shall cease all use of the Supplier's Intellectual Property Rights as of the effective date of termination of the relevant Accepted Order.
- 22.7. The Customer shall allow the Supplier, upon reasonable advance notice, access to its premises and to its relevant communication and computer systems in order to allow the Supplier to audit the Customer's compliance with this Agreement.
- 22.8. The Customer acknowledges that it is licensed to use the Documentation, Materials and Software, and access the Services Software, only in accordance with the express terms of the Agreement and not further or otherwise.
- 22.9. Each Party shall retain all right, title and interest in and to any Intellectual Property Rights owned by that Party prior to the Commencement Date or otherwise created, conceived of or developed by a Party during the term of this Agreement.

23. EXPORT CONTROLS

- 23.1. The Parties acknowledge that each of them will be responsible for compliance with all Applicable Laws (in each case from and to any Location) (the "Export Controls") of any component of the Services and the Equipment, including all technical information, software, hardware, encryption software and hardware relating to the Equipment and relevant to this Agreement and shall be obliged

and undertake to cooperate in order to ensure compliance with Export Controls.

- 23.2. Notwithstanding anything in the Agreement to the contrary, the Parties to the Agreement acknowledge that in respect of certain Locations, it may not be possible for either or both Parties to comply with the Export Controls or to obtain any necessary licences that may be required or compliance will be significantly delayed and/or at commercially unfeasible costs or efforts and accordingly the Customer accepts that under such circumstances the Supplier shall not be liable for any delay in timescales stipulated in the Agreement or for any breach of same directly related to, or occasioned by Export Controls or similar licensing requirements in relation to such Locations, and any time scales or deadlines shall be extended or re-set accordingly.

24. LIMITATION OF LIABILITY

- 24.1. Notwithstanding anything to the contrary contained in the Agreement, the Supplier's liability for any and all claims under or in connection with the Agreement, whether in contract, delict or otherwise, and whether related to any one event or a series of connected events shall be limited to the lesser of:
- 24.1.1. an amount equivalent to the amount paid by the Customer in terms of this Agreement during the 6 months immediately preceding the month in which such claim arises; or
- 24.1.2. such amount indicated in the Agreement Schedule.
- 24.2. The Supplier shall have no liability or responsibility for equipment, programs or services supplied by persons other than the Supplier or for any modifications to any Equipment, programs or Services that are made by persons other than the Supplier.
- 24.3. The Supplier shall not be liable under the Agreement under any circumstances for any incidental, indirect, special or consequential losses or damages, loss of use, loss of claim, loss of data, loss of business, loss of profits, loss of revenue, loss of production, loss of agreements or contracts and loss of goodwill resulting from any cause whatsoever.

25. NOTICES

- 25.1. Except as otherwise expressly provided no giving of notice by one Party to the other Party in terms of the Agreement shall be of any force or effect unless made and communicated in writing but it shall be competent to give notice by way of fax.
- 25.2. The Parties choose as their *domicilia citandi et executandi* for all purposes under the Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses set out in the Agreement Schedule, provided that a Party may change its chosen address for the purposes of notices to any other physical address or email address by written notice to the other Party to that effect. Such change will be effective 5 (five) Business Days after receipt of the notice of the change.
- 25.3. All notices to be given in terms of the Agreement will be given in writing, in English, and any such notice to a Party will: -
- 25.3.1. if sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope

to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 7th (seventh) Business Day after posting (unless the contrary is proved);

- 25.3.2. if delivered by hand during Business Hours, be deemed to have been received on the date of delivery (unless the contrary is proved). 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
- 25.3.3. if sent by email during Business Hours, be deemed to have been received on the date of successful transmission of the email (unless the contrary is proved). Any email 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.
- 25.4. Notwithstanding the above, any notice given in writing in English, 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.
- 25.5. The Parties agree that email correspondence between them shall not give effect to any addition to, novation, amendment or consensual cancellation of this Agreement.

26. DISPUTE RESOLUTION

- 26.1. The Parties agree that the terms of the 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 after a period of 10 (ten) Business Days, the dispute shall be handled in accordance with the Agreement Schedule.

27. GOVERNING LAW AND JURISDICTION

- 27.1. This Agreement will in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by and construed under the laws of the jurisdiction indicated in the Agreement Schedule.
- 27.2. For purposes of applying for urgent relief and in respect of any matters which cannot be resolved in accordance with clause 26, the Parties hereby consent and submit to the non-exclusive jurisdiction of the Courts indicated in the Agreement Schedule and waives any objection to such Courts' jurisdiction on the grounds that such proceedings have been brought in an inappropriate forum.

28. GENERAL

- 28.1. The Agreement constitutes the sole and entire record of the agreement between the Parties with regard to the subject matter thereof and supersedes and overrides and replaces all prior agreements and negotiations, terms, conditions, offers, promises, representations, quotations, agreements and understandings of the Parties with respect thereto, whether written or oral.
- 28.2. If any provision contained in the Agreement is rendered void, illegal or unenforceable in any respect, the validity, legality and enforceability of

- the remaining provisions shall not in any way be affected or impaired.
- 28.3. All provisions and the various clauses of the Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 28.4. In the event that any provision of the Agreement conflicts with Applicable Laws or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties, but in accordance with Applicable Laws. The remainder of the Agreement shall remain in full force and effect.
- 28.5. No variation of the Agreement and no agreed cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the authorised representatives of the Parties. For the purposes of this clause "signed" shall mean a signature executed by hand on paper containing the document or an advanced electronic signature applied to the document by the signatory.
- 28.6. Each Party shall bear its own expenses regarding the negotiation, implementation, conclusion and management of the Agreement.
- 28.7. The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

- 28.8. No extension of time or waiver or relaxation of any of the provisions or terms of the Agreement shall operate neither as an estoppel against any Party in respect of its rights under this Agreement, nor so as to preclude such Party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with the Agreement.
- 28.9. To the extent permissible by law no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced a Party to enter into the Agreement and/or whether it was negligent or not.
- 28.10. The expiration or termination of the 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.
- 28.11. Neither the Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be assigned or otherwise transferred by any Party without the prior signed written consent of the other Party, provided that Supplier may assigned or transfer its rights and obligations to its Affiliates without the consent of the Customer.

SIGNED at _____ on _____ 20__

For and on behalf of

SUPPLIER

who warrants that he / she is duly authorised thereto

Signature

Name of Signatory

Designation of Signatory

SIGNED at _____ on _____ 20__

For and on behalf of

THE CUSTOMER

who warrants that he / she is duly authorised thereto

Signature

Name of Signatory

Designation of Signatory