

GENERAL TERMS

FOR USE OF DT PRODUCT AND PRODUCT INFORMATION

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WHEREAS DT is the proprietor of all right, title and interest in and to the DT Intellectual Property, which is associated with the DT Product and the DT Product Information;

AND WHEREAS the Subscriber and/or the Affiliated Subscribers (if any) wish to purchase Subscriptions to Use the DT Product from DT;

AND WHEREAS the Parties wish to agree, as they hereby do, on the terms and conditions upon which Users of the Subscriber Group will be permitted to access and Use the DT Product.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning assigned to them hereunder:

- 1.1. "Affiliate" means with respect to a Party to this Agreement, any other Person that Controls, is Controlled by or is under common Control with that Party;
- 1.2. "Affiliated Subscribers" means the authorised Affiliates of the Subscriber, which Affiliates are specified as such in the Order;
- 1.3. "Agreement" means the provisions of these General Terms together with the Order and any schedules, appendices and annexures attached thereto;
- 1.4. "Applicable Laws" means any and all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or re-enacted;
- 1.5. "Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the Republic of South Africa are customarily closed;
- 1.6. "Commencement Date" means the date indicated as such on the Order, notwithstanding the Signature Date;
- 1.7. "Confidential Information" means any information which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or any third party

(the “Disclosing Party”), or which is provided or disclosed in confidence; and which the Disclosing Party or any person acting on its behalf may disclose or provide to the other Party (the “Recipient”) or which may come to the knowledge of the Recipient by whatsoever means, including all information relating to the Disclosing Party’s current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, financial and market information and trade secrets, data (including Subscriber Data) concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its clients is/are a party; information relating to its clients and facilities, but specifically excluding information or data which -

1.7.1. is lawfully in the public domain at the time of disclosure thereof;

1.7.2. subsequently becomes lawfully part of the public domain by publication or otherwise; or

1.7.3. 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;

1.8. “Copyright” means the rights of copyright in the Copyrighted Works;

1.9. “Copyrighted Works” means all works eligible for copyright as defined in section 2 of the Copyright Act 98 of 1978 or other relevant copyright legislation, and which are associated with the DT Product or the DT Product Information, their use or application, including literary and artistic works and computer programs;

1.10. “Control” means with respect to the relationship between or among two or more persons, the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a person, whether through the ownership of voting securities, by contract or otherwise, including without limitation the ownership, directly or indirectly, of securities having the power to

elect a majority of the board of directors or similar body governing the affairs of such person, and “Controls” and “Controlled” will be interpreted accordingly;

- 1.11. “Current Release” means the most recent version of the DT Product or the DT Product Information, released by DT, from time to time;
- 1.12. “Destructive Elements” means any computer code which:
 - 1.12.1. is designed to disrupt, disable, harm or otherwise impede in any manner, including but not limited to aesthetical disruptions or distortions, the operation of the DT Product or any other associated DT Product, hardware, computer DT Product or network (generally referred to as “viruses” or “worms”); and/or
 - 1.12.2. would disable the DT Product or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (generally referred to as “time bombs”, “time locks”, or “drop dead” devices); and/or
 - 1.12.3. would permit a third party to access the DT Product to cause disablement or impairment (generally referred to as “traps”, “access codes” or “trap door” devices); and/or
 - 1.12.4. any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programmes, equipment or communications, or otherwise interfere with operations;
- 1.13. “DT” means DECISION TREE (RF) (PTY) LIMITED, a company established under the laws of the Republic of South Africa, having company registration number 2019/160342/07;

- 1.14. "DT Intellectual Property" means the Intellectual Property associated with, embodied in or pertaining to, the DT Product and the DT Product Information, including the Copyright and the Know-How;
- 1.15. "DT Product" means a web-based application described in more detail in the Order and all Modifications thereto;
- 1.16. "DT Product Information" means all information, instructions, explanations issued or made available by DT, in material or electronic form, and pertaining to the DT Product or its access, functionality, operation and/or other associated technical literature, to facilitate the Use of the DT Product by the Subscriber Group and its Users;
- 1.17. "Event of Force Majeure" means an event beyond the reasonable control of a Party, including an act of God, war, insurrection, earthquake, act of terrorism, storm, flood and any other event which the Party invoking clause 21 could not reasonably be expected to prevent or control, but shall exclude:
- 1.17.1. any event caused by the negligence of such Party or its Representatives or any failure to observe the standard of care and skill reasonably expected of that Party; and
- 1.17.2. strikes or illegal action by the workforce of a Party;
- 1.18. "General Terms" means the terms and conditions set out herein;
- 1.19. "Hardware" means any electronic device, machine or piece of equipment, including portable or mobile devices such as laptops and mobile telephones, hard drives, monitors, electronic storage mediums, servers and processors;
- 1.20. "Implementation Fee" means the fee specified as such in the Order, if any, in consideration for the provision of the implementation required for the Subscriber Group to access and Use the DT Product;
- 1.21. "Insolvency Event" means, in relation to a Party:

- 1.21.1. that Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts;
 - 1.21.2. that Party or any other person (save for the purposes of a solvent reorganisation or restructuring) takes any step, gives notice, commences proceedings or an appointment is made for or in connection with the winding up or administration of that Party, which is not terminated or discharged within 21 (twenty-one) days;
 - 1.21.3. a distress, execution, sequestration, attachment, security enforcement or similar process in respect of all or substantially all of that Party's assets occurs and such process is not terminated or discharged within 21 (twenty-one) days;
 - 1.21.4. that Party enters or seeks to enter into any arrangement with any one or more of its creditors; or
 - 1.21.5. if anything analogous to any of the events/circumstances described in clauses 1.21.1 to 1.21.4 above occurs in any jurisdiction in relation to that Party;
- 1.22. "Intellectual Property" means any creation of the mind which is capable of being protected by law from use by any other person, whether in terms of South African law or foreign intellectual property law, and any rights in such creation, including but not limited to patents, inventions, copyright, registered and unregistered designs, registered and unregistered trade marks, know-how, domain names, trade secrets and all other rights and interests of a similar nature in any part of the world, whether registerable or not, and all rights to apply therefor;
- 1.23. "Know-How" means all information of whatever nature pertaining to or associated with or embodied in the DT Product or the DT Product Information, their use or application, or which is capable of being used or adopted therein or in connection therewith, and which is not generally known or readily

ascertainable, including methodologies, processes, algorithms, formulae and specifications;

- 1.24. "Losses" means losses, damages, costs, charges, expenses, penalties, interest and fines, including those arising as a result of claims, demands, actions, proceedings or suits by any person;
- 1.25. "Modification" means changes, improvements, enhancements, adaptations, derivations or customisation; and "Modify" shall have a corresponding meaning;
- 1.26. "New Release" means a release of the DT Product, incorporating Upgrades made by DT, to the DT Product;
- 1.27. "Order" means a document in which the Parties agree to the details required to define the Subscription and the arrangement between them (including any schedules, annexures and appendices attached thereto);
- 1.28. "Parties" means DT and the Subscriber; and "Party" means DT or the Subscriber, as the context indicates;
- 1.29. "Representative" means, in relation to a Party:
- 1.29.1. a director, officer or employee of that Party; or
- 1.29.2. a sub-contractor, agent or consultant of that Party or any other person acting for and on behalf of, or on instruction of that Party;
- 1.30. "Service Levels" means the service levels pertaining to the Support of the DT Product, which are set out in the Order;
- 1.31. "Signature Date" means the date on which the last of the Parties signs the Order;
- 1.32. "Subscriber" means the Party identified as such in the Order;

- 1.33. "Subscriber Data" means data, contents of databases and methods of analysis and computation (and derivations thereof and enhancements thereto) created by the Subscriber, its Affiliated Subscribers or their respective Users; input or uploaded by any of them, using the DT Product or intended for use with the DT Product; or any other data (including Personal Data) which is processed by DT for the benefit of Subscriber or its Affiliated Subscribers in terms of the Agreement;
- 1.34. "Subscriber Group" means the Subscriber and the Affiliated Subscribers, collectively;
- 1.35. "Subscription" means a subscription under which a number of Users of the Subscriber are given access to and Use of, the DT Product and DT Product Information, on the terms and conditions set out in the Agreement;
- 1.36. "Subscription Fees" means the fees specified as such in the Order; in exchange for the Subscription;
- 1.37. "Subscription Term" means the period specified as such in the Order;
- 1.38. "Source Code" means program statements and instructions for the DT Product in human readable form and in such form that it can be compiled or interpreted into equivalent object code; together with all technical and other information and documentation reasonably necessary for the reproduction, understanding, maintenance, Modification, correction and enhancement of such DT Product by a person reasonably skilled in DT Product development who has not had prior access to such materials;
- 1.39. "Specifications" means the specifications for the DT Product, which are displayed on DT's website and in its marketing and promotional material and other documentation provided to the Subscriber prior to the Signature Date;
- 1.40. "Support" means the maintenance and support services provided by DT, to the Subscriber in relation to the DT Product, or its Use, in terms of clause 8;

- 1.41. "Taxes" means all applicable value-added tax, general sales tax, income, excise, withholding, regional services and other taxes of whatever nature (other than taxes generally asserted on the net income of either Party in the Republic of South Africa) as well as all levies, imposts, duties, charges or fees of whatever nature;
- 1.1. "Upgrade" means any supplementation, change or improvement to the DT Product or any component thereof, that relates to or affects the constitution or operating performance of such DT Product or an aspect thereof, but does not change the basic content, operation or functioning of the DT Product; and/or any significant changes to the DT Product or any component thereof, which change results in a supplement to, or addition of a feature or capability, not present in such DT Product prior to the introduction of the changes;
- 1.2. "Use" means use or operation of any portion of the DT Product, by Users, strictly for the benefit of the Subscriber Group and solely for its internal business purposes and in accordance with this Agreement; and
- 1.3. "User" means a Representative of the Subscriber or an Affiliated Subscriber, who is designated by the Subscriber, as a person entitled to Use the DT Product and who is registered with DT to Use the DT Product.

2. INTERPRETATION

- 2.1. In this Agreement, unless the context indicates the contrary, the singular person includes the plural, and vice versa, a reference to one gender includes the other genders, a reference to a person includes natural and juristic persons, and vice versa, and clause headings are inserted for convenience only and shall not be used in interpreting this agreement.
- 2.2. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in a definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.

- 2.3. Any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time.
- 2.4. Unless otherwise provided, when any number of days is prescribed, same shall be reckoned as business days, exclusively of the first and inclusively of the last business day, a business day being a day that is not a Saturday, Sunday or public holiday as defined in the Public Holidays Act No. 5 of 1952;
- 2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6. Expressions defined shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

3. TERM OF AGREEMENT

- 3.1. Subject to the provisions of clauses 3.4, 20 and 21, the Agreement shall commence on the Commencement Date and shall endure until the earlier of: (i) the expiry of the Subscription Term; and (ii) the date on which it is terminated by mutual agreement between the Parties.
- 3.2. If the Subscriber wishes to terminate/cancel the Agreement, for convenience, before the expiry of any Subscription Term, it will remain liable for the full Subscription Fees payable for that Subscription Term. If the Subscriber has already paid the whole or a portion of the Subscription Fees at the date of such cancellation/termination of this Agreement, then this amount will be forfeited by the Subscriber, and DT will have no obligation to return to, or reimburse, the Subscriber for the Subscription Fees already paid or any portion thereof.
- 3.3. In the event that the Agreement expires, or is terminated/cancelled by either Party, or otherwise ceases to be of force or effect, the right of the Subscriber and its Affiliated Subscribers, to Use the DT Product, shall immediately cease and DT shall not have any obligation to provide the Support.

- 3.4. All provisions of the Agreement which, to give effect to the meaning, need to survive its termination, shall remain in full force and effect after termination, including clause 18.

4. SUBSCRIPTION

- 4.1. In exchange for the Subscription Fees and the Implementation Fee (if any), the Users of the Subscriber Group shall be entitled, for the duration of the Subscription Term, to access and Use the DT product and DT Product Information, subject to the restrictions set out herein.
- 4.2. The Subscriber agrees that its purchase of the Subscription is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by DT regarding future functionality or features, of the DT Product, save for the Specifications.
- 4.3. The Subscriber Group will only Use the DT Product and DT Product Information for internal purposes and in accordance with this Agreement. In amplification of the foregoing, and without limiting the generality thereof, the Subscriber will not, and will ensure that its Affiliated Subscribers will not, and will not assist or permit others to:
- 4.3.1. transfer to any unauthorised person or entity any of the rights to Use the DT Product or any part thereof;
 - 4.3.2. sell, rent, sub-licence, assign, transfer or lease the DT Product or any part thereof;
 - 4.3.3. copy, translate, modify, edit, adapt, translate, port, reproduce, distribute, transfer, create derivative works or adaptations based on, the DT Product or any part thereof;
 - 4.3.4. encumber, operate a service bureau or time-share service using the DT Product or any part thereof;

- 4.3.5. reverse engineer, decompile, disassemble or otherwise attempt to discover the underlying ideas or algorithms of the DT Product or any part thereof.
 - 4.3.6. remove, obscure, or alter any notice of DT regarding their Intellectual Property, present on or in the DT Product;
 - 4.3.7. use the DT Product or any part thereof for any purpose not authorized or contemplated under this Agreement or in violation of any express prohibition set forth elsewhere in this Agreement;
 - 4.3.8. use the DT Product or any part thereof for any process or purpose other than for the specific process or purpose described in the Specifications; or
 - 4.3.9. authorize or permit any person or entity to do any of the foregoing.
- 4.4. DT will not, and is not obliged, to provide any Source Code to the Subscriber and the Subscriber acknowledges and agrees that the Subscription authorises the Use of a web application of the DT Product.

5. DELIVERY OF ACCESS AND USE OF THE DT PRODUCT

The DT Product will be deemed to be delivered by DT for Use by the Subscriber, by providing communication of a domain name or IP address or the transmission of a link to a web address or an internet portal, through which the DT Product can be accessed for Use by the Users.

6. USER SUBSCRIPTIONS

- 6.1. The Subscription may be specified in the Order and being limited to a number of Users and/or a number of a specific type of User (each a "User Subscription"). Where the Subscription is specified in this manner, User Subscriptions will not be shared or used by more than one User.

- 6.2. The Subscriber is entitled to nominate the Users for User Subscriptions, and User Subscriptions may be re-assigned by the Subscriber from time to time to new Users who are replacing former Users who have terminated employment with an entity within the Subscriber Group or otherwise changed job status or function and no longer require Use of the DT Product.
- 6.3. The Subscriber will ensure that the Users provide accurate, current and complete information as may be prompted by DT in the registration of its Users for User Subscriptions.
- 6.4. The Subscriber will ensure that Users maintain the confidentiality and security of any passwords and login credentials used to register as a User for a User Subscription or to access and Use the DT Product and accepts liability and responsibility for all activities that occur and information that is input using the passwords and login credentials of its Users.
- 6.5. DT not will be liable for any Losses that the Subscriber may incur as a result of an unauthorised person using a User's password or login credentials, either with or without the Subscriber's knowledge, unless caused by the acts or omissions of DT or its Representatives.
- 6.6. The Subscriber is responsible and liable for all the actions of its Affiliated Subscribers and their Users and the Subscriber will ensure that the Affiliated Subscribers and their Users abide by the terms and conditions of the Agreement and by all Applicable Laws and regulation relating to the access and/or Use of the DT Product.
- 6.7. The Subscriber will notify DT without undue delay of any unauthorised access and/or use of the DT Product or any other known or suspected breach of security.

7. SUBSCRIPTION FEES

- 7.1. In consideration for the Subscription to access and Use the DT product in clause 4.1, the Subscriber will pay to DT the Subscription Fees and the Implementation Fee, as stipulated in the Order.
- 7.2. The Subscription Fees may be specified in the Order as being dependent on the number of different categories of Users who Use the DT Product. In this case, the total number of Users in each category will not exceed the maximum number of Users specified for that category, in the Order. If the aggregate number of Users of the Subscriber Group in a particular category, exceed the maximum number of Users specified in the Order for that category, a true-up invoice will be issued by DT. The true-up invoice will be calculated by multiplying the number of excess Users by the User pricing applicable for that category of User for each month for which the excess Users used the DT Product. DT reserves the right to suspend access to and Use of the DT Product by excess Users, immediately on written notice to the Subscriber, in the event that the Subscriber has not paid any true-up invoice by its due date.
- 7.3. If, in the circumstances set out in 7.2, the Subscriber wishes to retain the excess Users as active Users of the DT Product, the Order may, on agreement between the Parties, be amended accordingly.
- 7.4. The actual numbers of Users of the Subscriber will be the aggregate number of Users within the Subscriber Group, which Users may be Representatives of the Subscriber or of an Affiliated Subscriber. Similarly, the maximum number of Users specified in the Order will be applicable to the Subscriber Group, as a whole, and not to the Subscriber and each of its Affiliated Subscribers, separately.
- 7.5. The Subscription Fees are payable annually in advance of any Subscription Term within 30 days of receipt of a valid tax invoice issued by DT.
- 7.6. DT will be entitled to increase the Subscription Fees specified in the Order after the first anniversary of the Commencement Date, provided that:

- 7.6.1. DT will not increase the Subscription Fees on more than one occasion per calendar year and on such occasion, DT will not increase the Subscription Fees by more than 10%; and
- 7.6.2. DT will give the Subscriber not less than 30 (thirty) days' prior written notice of such increase.
- 7.7. DT reserves the right to suspend access to and Use of the DT Product by the Subscriber, by giving written notice to the Subscriber, in the event that the Subscriber has not paid any undisputed material portion of the Subscription Fees by its due date.

8. SUPPORT AND MAINTENANCE OF DT PRODUCT

- 8.1. DT will provide the following support ("Support") in relation to the DT Product and its Use, free of any charge to the Subscriber:
 - 8.1.1. providing advice on the Use of the DT Product to Users, remotely by telephone, e-mail or other appropriate means but excluding attendance at the Subscriber's premises;
 - 8.1.2. provide access to a New Release of the DT Product, from time to time, at the discretion of DT;
 - 8.1.3. make the DT Product available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which at least 24 hours' notice will be given via the DT Product and which will be scheduled to the extent practicable during the weekend hours from 18h00 on Friday to 03h00 on Monday; and
 - 8.1.4. diagnose faults in the DT Product and arrange for the rectification of such faults according to the Service Levels set out in the Order.
- 8.2. The Subscriber will provide DT with all information which is reasonably required and readily available pertaining to a query/fault/issue in relation to the DT Product as is necessary to enable DT to provide the Support. DT will

provide the Subscriber with all information which becomes known to it pertaining to a fault in, or any non-performance of, the DT Product, where that fault or non-performance will materially affect the ability of the Subscriber Group to Use and obtain the benefit of the DT Product.

8.3. The Subscriber will log queries relating to the DT Product with DT by sending written queries to DT at DT's email address provided in the Order, and the request will contain the following information:

- (i) Subscriber's name;
- (ii) Name of Representative enquiring on behalf of the Subscriber;
- (iii) A brief description of the problem experienced; and
- (iv) A contact telephone number and email address at which DT can communicate with the Subscriber Representative.

8.4. DT will not be obliged to provide any maintenance or support of, or technical assistance, in relation to, any Hardware, despite the fact that DT Product may be accessed or Used from such Hardware.

8.5. DT will not be obliged to provide Support, in relation to faults that would not otherwise have arisen but for any one or more of the following reasons: -

- 8.5.1. the Subscriber's failure to use the DT Product in accordance with the DT Product Information;
- 8.5.2. the Subscriber's failure to implement recommendations to rectify, or solutions to, faults as may have been advised previously by DT;
- 8.5.3. the Subscriber's failure to maintain a suitable environment for the Hardware through which the DT Product is Used, including the provision of a constant power supply and sufficient telecommunications bandwidth;

- 8.5.4. any defect or error in any software other than the DT Product or the failure of the DT Product to function through the introduction by the Subscriber of a Destructive Element;
 - 8.5.5. the use of the DT Product for a purpose other than that for which it was designed, as stipulated in the DT Product Information;
 - 8.5.6. limitations on national and/or international bandwidth capacity;
 - 8.5.7. failures in telecommunication links and line failures and quality of telecommunication services to the extent beyond the reasonable control of DT; or
 - 8.5.8. failures of the operating systems running on the Hardware through which the DT Product is Used.
- 8.6. The Support does not include the provision of any of the following:
- 8.6.1. set-up of operating systems, databases, data or data inputting mechanisms or procedures;
 - 8.6.2. prolonged investigation into errors caused by use of the DT Product otherwise than in accordance with this Agreement; or
 - 8.6.3. training of Users in the registration for, access or Use of the DT Product.

9. TRANSFER

- 9.1. The Subscriber may not transfer, cede, assign and/or delegate any or all of its rights and obligations (including liabilities) under the Agreement to any person, except as is expressly provided for in this clause 8.
- 9.2. The Subscriber will be responsible for the acts or defaults of any Affiliated Subscribers and their Representatives, as if they were the acts or defaults of the Subscriber. Any right that an Affiliated Subscriber may have to Use the DT

Product and Product Information will terminate on expiry/termination of the Subscription.

- 9.3. The Subscriber will ensure that all Affiliated Subscribers adhere to and perform the obligations and restrictions on the Subscriber as set out in the Agreement as if it were the Subscriber, but the Subscriber alone will remain liable to DT for the payment of the Subscription Fees and the Implementation Fee (if any).
- 9.4. As Affiliated Subscribers are not a party to the Agreement, the Subscriber will, on request thereto cede, assign, transfer and make over to and in favour of DT or its successors-in-title, all such right, title or interest it might have under any agreement with its Affiliated Subscribers, and which DT could reasonably require to enforce their rights against such Affiliated Subscriber.

10. USE OF CERTAIN SUBSCRIBER INFORMATION

The Subscriber acknowledges and agrees that DT may collect and use information pertaining to the Subscriber, including but not limited to technical information about the Subscriber's Hardware and information gleaned from the Subscriber's Use of the DT Product, to conduct DT's business, including the analysis of usage patterns and the extraction of aggregated and anonymised information to facilitate the provision of Updates and to provide Support and other services to the Subscriber. DT will use and disclose such information in an aggregated form or in a manner that does not identify the Subscriber or any of its Users, Representatives or other data subject.

11. NETWORK CHARGES

- 11.1. The Subscriber acknowledges that the Use of the DT Product requires a telecommunications network and that a third-party telecommunications provider may levy a fee based on the amount of data, SMS, MMS, bandwidth and/or air time utilised when Installing or Using the DT Product (collectively, the "Network Charges").
- 11.2. The Subscription Fees levied by DT in respect of the Use of the DT Product is not inclusive of any such Network Charges. The Subscriber is liable directly

to the telecommunications provider for any such Network Charges, and expressly waives any possible claim against DT for Network Charges incurred.

12. DISCLAIMER OF WARRANTIES

- 12.1. DT warrants that the DT Product and its functional and operational performance will meet the Specifications.
- 12.2. Save for the warranties expressly given in this Agreement all conditions, representations, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the DT Product are expressly excluded to the extent permissible by law.
- 12.3. Except for the warranty provided in clause 12.1, DT expressly disclaims all warranties regarding or relating to the DT Product, including: all warranties of merchantability and fitness for a particular purpose. DT will not be responsible or liable for any Losses incurred by the Subscriber Group or any third party, resulting from actions/decisions taken by the Subscriber or Affiliated Subscribers, notwithstanding that such actions/decisions may be informed by, related to, in response to or resulting from, the Use of the DT Product or DT product Information.
- 12.4. DT does not warrant and specifically disclaims any representations that:
 - 12.4.1. the DT Product will meet the Subscriber's or any User's specific requirements or that the operation of the DT Product or its Use will be absolutely uninterrupted or error-free;
 - 12.4.2. the DT Product will remain current, usable and not be rendered obsolete, for any period of time; or
 - 12.4.3. the DT Product will operate correctly or be functional in the environment in which the Subscriber Uses or intends to Use it or in conjunction with the other DT Product with which the Subscriber Uses or intends to Use it.

12.5. In the event that: (i) the DT Product fails to perform in accordance with the Specifications; or (ii) any defects or errors in the DT Product become apparent, the Subscriber's sole remedy shall be to demand that DT remedy such non-performance/fault.

13. LIABILITY

13.1. Subject to the further provisions of this clause 13, in the event of a Party being in breach of any provision of this Agreement, that Party (the "Defaulting Party") shall be liable to the other Party (the "Aggrieved Party") for any actual and proven Losses incurred by the Aggrieved Party as a result of the Defaulting Party's failure to perform its obligations as described in this Agreement.

13.2. Subject to the provisions of clause 13.3 and 12.5:

13.2.1. should the Defaulting Party be in breach of any provision of the Agreement, the Defaulting Party shall be liable to the Aggrieved Party for the payment of all Losses arising out of such breach which are regarded in Applicable Laws as being Losses of a direct nature; and

13.2.2. neither Party shall be liable to the other Party for any consequential damages, loss of income, loss of profit, loss of goodwill, loss of business or business opportunity (collectively "indirect Losses"), irrespective of cause of action and howsoever arising;

13.2.3. to the extent permitted under Applicable Laws, the maximum aggregate liability of a Party to another Party, its Affiliates and Representatives in connection with the Agreement, whether in contract, delict, breach of statutory duty or otherwise, is equal to the aggregate amount of the Subscription Fees received by DT in the 2 (two) years preceding the cause of action from which the liability results.

13.3. Nothing in this Agreement shall exclude or in any way limit the Defaulting Party's liability to the Aggrieved Party for direct or indirect Losses suffered by the Aggrieved Party in respect of:

13.3.1. fraud, theft, wilful misconduct or gross negligence;

13.3.2. any liability to the extent that it may not be excluded or limited as a matter of Applicable Laws;

13.3.3. any breach by the Defaulting Party of its obligations under clause 16 (Intellectual Property Rights);

13.3.4. any breach by the Defaulting Party of its obligations under clause 18 (Confidential Information); or

13.3.5. any breach by the Defaulting Party of its obligations under clause 19 (Data Processing Obligations).

14. WARRANTY AGAINST DESTRUCTIVE ELEMENTS IN DT PRODUCT

While not warranting that the DT Product will be error free, DT warrants that the DT Product will be free of any known viruses, time blocks or Destructive Elements and will use its reasonable efforts to ensure that the DT Product will not contain any other viruses, time blocks or Destructive Elements. This warranty shall not apply to the extent that the DT Product is not Used materially in accordance with the DT Product Information.

15. AUDIT

The Subscriber shall, upon reasonable request of DT, provide information and documentation reasonably necessary for DT to verify that the Subscriber is complying with its obligations under the Agreement (in particular, the Subscriber's use of the DT Product). If, on the basis of the information provided, DT considers that a breach of the Agreement has occurred then it shall be entitled to appoint (at its own cost and expense) independent auditors to verify and confirm the same.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. The Subscriber Group may not use any trade marks, logos, slogans or other branding of DT or which are used by DT in conjunction with the DT Product.
- 16.2. The Subscriber acknowledges and agrees that all Intellectual Property associated with the DT Product and the DT Product Information is and shall remain the property of DT and/or its licensors, as the case may be. DT acknowledges that all Intellectual Property associated with Subscriber Data is and shall remain the property of the Subscriber and neither DT nor the Subscriber shall utilise the Subscriber Data for any purpose other than to fulfil its obligations to the Subscriber under this Agreement and as expressly provided in clause 10.
- 16.3. The Subscriber shall not attempt to Modify the DT Product or DT Product Information or any part thereof, or permit others to do so, without DT's express prior written permission and, unless otherwise agreed between the Parties in writing, all Intellectual Property pertaining to, associated with, or embodied in, such Modifications, shall become, and shall be assigned to be, the sole property of DT.
- 16.4. Except for clause 16.3, nothing contained in the Agreement will constitute an assignment of Intellectual Property from one party to another or an agreement to assign, cede or transfer ownership of any Intellectual Property from one party to another.
- 16.5. DT warrants, to its knowledge, but without having conducted any due diligence, that the Use of the DT Product does not infringe any Intellectual Property of a third party and hereby indemnifies and holds harmless, the Subscriber Group and their respective Representatives against any Losses which may be suffered by any of them as a result of a breach by DT of this warranty.
- 16.6. In the event that any third party succeeds or, in the reasonable opinion of DT is likely to succeed, in its claim for the infringement of its Intellectual Property, DT shall, at DT's discretion, at no additional charge to the Subscriber:

- 16.6.1. obtain for the Subscriber the right to continue using the DT Product or parts thereof, which constitute the infringement;
 - 16.6.2. replace the DT Product or the parts thereof which result in the infringement, with other content or DT Product which does not infringe and which in all respects operates substantially in accordance with the Specifications;
 - 16.6.3. alter the DT Product in such a way so as to render the Subscriber's Use thereof non-infringing while still in all respects being substantially in accordance with the Specifications; or
 - 16.6.4. withdraw the DT Product and refund to the Subscriber all Subscription Fees paid by it in the previous 12-month period, in which case the Subscriber shall be entitled to terminate this Agreement forthwith on written notice to DT without incurring any liability to DT.
- 16.7. DT shall be entitled to limited use of the trade marks, company names, corporate identities, logos, devices and other identifying marks of the Subscriber Group on its marketing, advertising and promotional materials, solely for the purpose of identifying the Subscriber Group as a customer of DT and/or user of the DT Product.

17. THIRD PARTY LINKS AND SERVICES IN DT PRODUCT

- 17.1. Use of the DT Product may result in the Subscriber accessing third party's web sites or using third party's services (collectively "Third Party Services").
- 17.2. Certain Third Party Services may display, include or make available content, data, information, applications or materials from third parties (collectively "Third Party Materials").
- 17.3. The Subscriber acknowledges that there may be additional terms and conditions associated with the use of Third Party Services and Third Party Materials and will read and accept these terms and conditions beforehand.

- 17.4. To the extent that the Subscriber accesses and uses the Third-Party Services and Third Party Materials, such access and use will be at its sole risk and DT shall not have any liability to the Subscriber for Third Party Services or Third Party Materials that may be found to be defective, faulty, inaccurate or incorrect.
- 17.5. The Subscriber acknowledges and agrees that DT provides Third Party Services and Third Party Materials as a convenience to the Subscriber and is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services or Third Party Materials.
- 17.6. DT does not warrant nor endorse, and does not assume and will not have any liability or responsibility to the Subscriber or any other person, for any Third-Party Services or Third Party Materials.

18. CONFIDENTIALITY

- 18.1. The Recipient acknowledges the great importance of the Confidential Information to the Disclosing Party and, where applicable, third party proprietors of such information, and recognises that the Disclosing Party and/or third party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.
- 18.2. The Recipient agrees and undertakes, except as may be expressly permitted by this Agreement -
- 18.2.1. not to disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party;

- 18.2.2. not to utilise, employ, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever without the prior written consent of the Disclosing Party;
 - 18.2.3. to restrict the dissemination of the Confidential Information to only those of its Representatives who are actively involved in activities for which use of Confidential Information is authorised and then only on a "need to know" basis and the Recipient shall initiate, maintain and monitor internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure by its Representatives;
 - 18.2.4. to take all practical steps, both before and after disclosure, to impress upon its Representatives who are given access to Confidential Information the secret and confidential nature thereof; and
 - 18.2.5. to protect the Confidential Information in the manner, and with the endeavour, of a reasonable person protecting their own Confidential Information, which in no event shall be less than reasonable efforts to protect the confidentiality of the Confidential Information.
- 18.3. All Confidential Information disclosed by the Disclosing Party to the Recipient or which otherwise comes to the knowledge of the Recipient, is acknowledged by the Recipient- (i) to be proprietary to the Disclosing Party or where applicable, the relevant third party proprietor; and (ii) not to confer any rights of whatsoever nature in such Confidential Information on the Recipient, other than rights to use the Confidential Information for the purposes of this Agreement.
- 18.4. The Disclosing Party may at any time on written request to the Recipient, require that the Recipient immediately return to the Disclosing Party any Confidential Information and may, in addition, require that the Recipient furnish a written statement to the effect that upon such return, it has not retained in its

possession or under its control, either directly or indirectly, any such Confidential Information or material. Alternatively, the Recipient shall, as and when required by the Disclosing Party on written request to the Recipient, destroy all such Confidential Information and material and furnish the Disclosing Party with a written statement to the effect that the same has been destroyed.

- 18.5. The Parties record that this clause 18 (Confidentiality) shall not be applicable where the Recipient discloses Confidential Information to (i) attorneys or auditors, provided that such disclosure is reasonably required by the Recipient for the purposes of conducting its business activities; or (ii) in the case of the Subscriber, any Subscriber Affiliates to the extent necessary to enable such Affiliates to realise the benefit of the Use of the DT Product.
- 18.6. Except as set out in clause 4.3, the Parties are not restricted from using of any generic ideas, concepts, know-how, or techniques developed or learned by such Party in the course of their engagement with each other, provided that in doing so such Party does not disclose the other Party's Confidential Information to third parties or infringe the Intellectual Property rights of the other Party or third parties who have licensed or provided materials to the other Party.
- 18.7. This clause 18 (Confidentiality) shall survive termination/expiry of this Agreement for any reason whatsoever.

19. PROCESSING OF PERSONAL INFORMATION

- 19.1. For the purpose of this clause 19 the words "personal information", "process or processing or processed", "data subject" and "person" have the meaning given to them under Chapter 1 of South Africa's Protection of Personal Information Act 4 of 2013 (hereinafter referred to as the "POPI Act").
- 19.2. DT will:

- 19.2.1. process the personal information strictly in accordance with the POPI Act;
- 19.2.2. process the personal information only for purposes specifically instructed by the Subscriber and the personal information received shall not be further processed or disclosed without the consent of Subscriber;
- 19.2.3. keep the personal information confidential and not disclose it, unless any disclosure is required by law, or for the purposes of performing its mandate, or where DT has been called upon to hand over and disclose the information, provided that it will not hand over or disclose such information until such time it has provided Subscriber with notice that it is required to hand such information over and an opportunity to communicate with the person who is requiring such handover and/or disclosure;
- 19.2.4. secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, unlawful access to or processing of personal information;
- 19.2.5. have in place reasonable measures to identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 19.2.6. have in place generally accepted information security practices and procedures which are expected of it generally or in terms of the

specific industry or professional rules and regulations, to which it is subject;

- 19.2.7. where it is allowed to transfer the personal information onwards to any third party for the purposes of performing its mandate, it has in place written arrangements which compel the said third party to respect and maintain the confidentiality and security of the personal information in compliance with POPI;
 - 19.2.8. remedy any security breach within the shortest reasonable time, and provide Subscriber with the details of the security breach and the measures that DT intends to take or has taken to address the security compromise; and
 - 19.2.9. notify Subscriber immediately where DT has reasonable grounds to believe that the personal information, which has been provided to DT, has been accessed or acquired by any unauthorised person.
- 19.3. DT indemnifies and holds Subscriber harmless against any loss, damage, action or claim that may be brought by whomsoever against Subscriber or any of its partners or employees in consequence of it or its employees or agents breaching any of the warranties or undertakings set out in this Agreement, and which breach pertains to the personal information which it has been mandated by Subscriber to process.
- 19.4. In the event of DT or its Representatives breaching this clause 19 of the Agreement, and which breach pertains to the personal information which it has been mandated by Subscriber to process, then in such any event, DT shall be liable for all and any Losses it may have caused in consequence of said breach including patrimonial, non-patrimonial and punitive damages actually suffered by Subscriber and/or the data subject to whom the personal information relates.
- 19.5. The Parties agree that the termination of this Agreement at any time, in any circumstances and for whatever reason does not exempt them from the

obligations and/or conditions set out under the Agreement with regards to the processing of the personal information.

19.6. In the event of the Agreement being terminated whenever, and for whatever reason, DT undertakes:

19.6.1. to restore and/or transfer back to Subscriber within a period of 1 (one) month, all the personal information which has been provided to DT, together with any related documentation and/or information;

19.6.2. confirm in writing simultaneously when the transfer under clause 19.6.1 takes place, that all such information will be kept confidential as per the provisions of clause 19.2.3 and that it will not under any circumstances used the aforementioned information.

20. BREACH AND TERMINATION

20.1. If:

20.1.1. a Party materially breaches the Agreement and fails to remedy the breach within 30 (thirty) days of written notice to do so (such notice specifying the breach); or

20.1.2. a Party becomes the subject of an Insolvency Event;

20.1.3. the Subscriber fails to pay an undisputed material portion of the Subscription Fees on or before the date on which it becomes due and payable and fails to remedy such breach within 30 (thirty) days of written notice to do so;

20.1.4. a Party sells or attempts to sell its business to a third party which agreement effects its ability to fulfil its obligations as set out in the Agreement;

then that Party shall be in default which shall entitle the other Party to terminate the Agreement on written notice to that Party.

- 20.2. In the event that the Agreement expires, is terminated/cancelled by any Party, or otherwise ceases to be of force and effect for whatever reason:
- 20.2.1. shall be without prejudice to any existing rights and/or claims that a Party may have against the other Party;
 - 20.2.2. all amounts due and payable by the Subscriber to DT at the date of expiry/ termination, shall become immediately due and payable; and
 - 20.2.3. all rights and obligations of the Parties contained in the Agreement shall forthwith be terminated (save for those obligations which specifically or by their nature survive the termination of the Agreement) and in particular, the Subscriber shall have no right to access or Use the DT Product in any manner whatsoever, and DT shall have no further obligations to provide the Subscriber with access to the DT Product or to provide the Support.

21. FORCE MAJEURE

- 21.1. Failure on the part of a Party to comply with any of the terms and conditions of the Agreement shall not give rise to any claim for damages or for termination or cancellation in so far as (i) such failure has arisen from an Event of Force Majeure and (ii) the Party invoking the provisions of this clause 21 has: (i) taken all reasonable alternative measures with the object of carrying out its obligations and avoiding failure, and (b) taken all reasonable steps to remove the cause of such failure and to comply with its obligations under the Agreement with the minimum delay.
- 21.2. Such Party shall notify the other Party in writing as soon as reasonably possible of the circumstances constituting an Event of Force Majeure and giving rise to its failure to perform and shall thereafter further notify the other Party, as soon as reasonably possible, of the removal or cessation of such circumstances.

- 21.3. If an Event of Force Majeure continues for a period exceeding 30 (thirty) days, either Party shall be entitled to give one month's written notice of termination of the Agreement.

22. CHOSEN ADDRESSES

- 22.1. DT chooses the addresses and contacts for all purposes under the Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses and contacts set out in the Order.
- 22.2. The Subscriber chooses the addresses and contacts for all purposes under the Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses and contacts set out in the Order to which these general terms are attached.
- 22.3. Any notice or communication required or permitted to be given in terms of the Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email (provided that there is no non-delivery message received).
- 22.4. Any Party may by notice to any other party change its chosen addresses to another address, provided that the change shall become effective vis-à-vis that addressee on the 5th (fifth) Business Day from the deemed receipt of the notice by the addressee. Any notice to a Party:
- 22.4.1. delivered by hand to a responsible person during ordinary business hours at its chosen physical address shall be deemed to have been received on the day of delivery; or
 - 22.4.2. sent by email to its chosen email address stipulated above, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 22.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice

or communication to it notwithstanding that it was not sent to or delivered at its chosen addresses.

23. ARBITRATION

- 23.1. The Parties shall initially attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by first referring the matter to a panel consisting of representatives of at least General Management level of either Party for review and resolution. The aforementioned persons (or their duly authorised representatives) shall meet to resolve the matter as soon as practicable after a matter is referred to them and, in any event, within 15 (fifteen) business days of the referral.
- 23.2. If the dispute is not resolved by the panel as described in clause 23.1, within the aforementioned 15 (fifteen) business day period, either Party may elect on written notice to the other Party to have the dispute finally resolved by arbitration in accordance with the further provisions of this clause 23.
- 23.3. The Parties shall agree on the arbitrator who shall be an attorney or advocate on the panel of arbitrators of the Arbitration Foundation of Southern Africa (“AFSA”). If agreement is not reached within 10 Business Days after any Party calls in writing for such agreement, the arbitrator shall be an attorney or advocate nominated by the Registrar of AFSA for the time being.
- 23.4. The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Parties who may, within 7 days, submit written comments on the request to the addressee of the request with a copy to the first Party.
- 23.5. The arbitration shall be held in Johannesburg, South Africa, and the Parties shall endeavour to ensure that it is completed within 90 (ninety) days after notice requiring the claim to be referred to arbitration is given.

- 23.6. The arbitration shall be governed by the Arbitration Act, 1965, or any replacement Act and shall take place in accordance with the commercial arbitration rules of AFSA.
- 23.7. The arbitrator need not strictly observe the principles of law and may decide the matters submitted to him according to what he considers equitable in the circumstances.
- 23.8. Nothing contained in this clause 23 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief.
- 23.9. The decision of the arbitrator shall, in the absence of fraud or manifest or clerical error, be final and binding upon the Parties. Any Party shall be entitled to apply to a court of competent jurisdiction to have such decision made an order of court.

24. ASSIGNMENT

Neither Party shall cede, delegate or assign all or any of its rights and/or obligations in terms of the Agreement without the prior written consent of the other Party.

25. ENTIRE CONTRACT

The Agreement contains all the express provisions agreed to by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

26. NO REPRESENTATIONS

No Party may rely on any representation which allegedly induced that Party to enter into the Agreement, unless the representation is recorded in the Agreement, save that nothing in this clause 26 shall limit a Party's liability for fraud or fraudulent misrepresentation.

27. INSURANCE

If requested thereto in writing by the Subscriber, DT shall obtain and maintain (including, without limitation, for the period of 12 months after termination) appropriate professional indemnity and employers' liability insurance.

28. VARIATION, CANCELLATION AND WAIVER

No contract varying, adding to, deleting from or cancelling the Agreement, and no waiver of any right under the Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

29. INDULGENCES

No relaxation or indulgence which may be granted by any Party to the other shall be construed as a waiver by any Party of any of that Party's rights arising out of the Agreement, nor shall it in any way prejudice that Party's rights or preclude that Party from exercising any of its rights in the future.

30. SEVERABILITY

If any undertaking is or becomes unenforceable for any reason, it shall be severable from, and not affect any of, the other undertakings or the rest of the Agreement.

31. APPLICABLE LAW

The Agreement shall be interpreted and implemented in accordance with the law of the Republic of South Africa.

32. RELATIONSHIP OF THE PARTIES

The Agreement does not authorise any Party to act as the agent of the other, nor does it create a partnership, joint venture or similar relationship between the Parties.