STANDARD TERMS & CONDITIONS

Logicalis SA Proprietary Limited (Registration Number 2013/176644/07) ("**Logicalis**") is an international information technology service provider with a wealth of experience in providing IT services including, consulting, cloud, digital transformation, managed services, project services, technical support services and the provision of products ("**the Services**") to customers globally. In the absence of a written agreement governing your relationship with Logicalis ("**Framework Agreement**"), these standard terms and conditions ("**the Terms**") read together with the relevant proposal, quotation, purchase order, service description and/or any other documents that details the Services, excluding the Framework Agreement ("**the Transaction Documents**"), shall govern your ("**the Customer**") relationship with Logicalis in respect of the Services (Logicalis and the Customer shall hereinafter collectively be referred to as "**the Parties**" and individually as "**Party**" as the context may require).

In these Terms any terms other than those expressly defined herein will be given their plain English meaning, subject to those terms known in the information technology industry being interpreted in accordance with their generally accepted meanings unless the context clearly otherwise indicates.

1. GENERAL TERMS FOR THE PROVISION OF SERVICES

1.1   Logicalis will provide the Services specified in the Transaction Documents to the Customer subject to the terms and conditions contained in these Terms.

1.2   Any time spent by Logicalis travelling to or from the Customer's premises to provide support or other work relating to the Services shall be chargeable at the hourly support rate applicable for that Service specified in the Transaction Documents alternatively the customary hourly rate charged by Logicalis.

1.3   Where a Service is rendered and an hourly rate is applicable, the time charged for remote provision shall be rounded up to the nearest quarter of an hour and the time charged for on-site provision at the Customer's premises is rounded up to the nearest half an hour, with a minimum charge of one hour for the provision of on-site Services.

1.4 Any provision of a Service beyond a specified capped number of included volumetric (i.e., hours/device counts/user count/incident volumes etc.) is chargeable at the hourly rate applicable to that Service as specified in the Transaction Documents alternatively the customary hourly rate charged by Logicalis.

1.5 Should Logicalis, in providing a Service, incur any additional time due to defects, faults or inadequacy with the Customer's hardware, infrastructure, software or other contributed assets then Logicalis shall be entitled to charge for the additional time at the applicable hourly rate in respect of the relevant Service alternatively its customary hourly rate for the provision of the relevant Service.

1.6 Unless otherwise agreed to in writing, Logicalis shall not be obliged to provide a Service on the Customer's equipment where software (including, but not limited to, operating systems, system software, utility software and application software) is utilised that is no longer supported by the associated vendor or is not legally licensed. The Customer acknowledges that Logicalis will not be held liable for any direct or indirect losses or damages (including, but not limited to, those associated with virus infections and hacks) incurred by the Customer due to the Customer's use of such software.

1.7 Unless otherwise explicitly stated in writing, any amount of time mentioned in advance to the Customer by Logicalis for the provision of a Service that is billed at an hourly rate is only an estimate and the actual amount of time spent and/or charged may differ.

1.8 Unless the contrary is expressly agreed to in the Transaction Documents, due to the nature of the Services, Logicalis cannot guarantee any resolution times on the provision of support relating to Services required or requested by the Customer.

1.9 Unless otherwise specified in the Transaction Documents, the Customer is not entitled to impose a penalty of any kind whatsoever on Logicalis for non-delivery of Services, including *inter alia* withholding payment of any charges due and payable to Logicalis.

1.10   Any equipment not owned by the Customer that is supplied and installed by Logicalis at the Customer's premises or data centre in order for Logicalis to provide any Service will at all times be and remain the sole and absolute property of Logicalis. The Customer shall ensure that reasonable precautions are taken to safeguard the equipment from loss or damage and that the equipment is covered by a comprehensive all-risks insurance policy, unless otherwise specified in the Transaction Documents, to ensure that Logicalis will be fully compensated should any loss or damage occur to the equipment.

1.11   Unless otherwise specified in the Transaction Documents, upon termination of the Services, all equipment and software owned by Logicalis that was installed in order to provide the Services or assist in the provision thereof will be immediately returned to Logicalis.

2.   GENERAL TERMS FOR PROVISION OF PRODUCT

2.1   Unless otherwise specified in the Transaction Documents, the cost of a product does not include the installation thereof.

2.2   The warranty period and the applicable warranty terms (including whether the warrant is carry-in, on-site, or otherwise) for any product supplied shall be as specified by the product's original manufacturer.

2.3   The product remains the property of Logicalis until the purchase price has been fully paid by the Customer. Furthermore, Logicalis has the right to recover the product delivered to the Customer should the Customer not pay the full purchase price of that product by the due date.

2.4   Unless expressly agreed to the contrary in the Transaction Document, dates quoted in the Transaction Document are estimates that Logicalis will use its commercially reasonable endeavours to meet.

2.5   Any Cloud Services rendered by Logicalis to the Customer are, in addition to these Terms, subject to Logicalis' Cloud Terms of Service which are deemed to be incorporated herein by way of reference. The Customer warrants that it has read, understood, and accepted the Logicalis Cloud Terms of Service.

2.6   In addition to any exclusions set out in the Transaction Documents, the Services to be provided and warranty claims do not include the provision of services, nor repairs or replacements, necessitated by or caused by:

2.6.1   damage caused by accident, fire, water, lightning, or another act of God;

2.6.2   damage caused by riots, civil disorder, acts of violence, sabotage, or similar acts;

2.6.3   damage caused by abnormal operating conditions such as high or low temperatures or humidity or dust levels which are beyond the published environmental specifications of the manufacturer as may be provided by Logicalis;

2.6.4   the connection of ancillary equipment, not supplied by Logicalis, or not approved by the manufacturer;

2.6.5   the negligent use, abuse, or misuse of products by Customer (or Customer's representatives, employees, agents, or sub contractors);

2.6.6   damage to products during any transportation thereof including damage to software during any transportation of equipment on which the software is loaded, where such transportation is not carried out by Logicalis or its sub-contractors;

2.6.7   electrical work, not performed by Logicalis or its sub-contractors;

2.6.8   equipment or software that has become unserviceable or obsolete;

2.6.9   the relocation of products, including equipment on which the software is loaded;

2.6.10 modifications, repairs or replacements or attempted modifications, repairs or replacements not performed by Logicalis or its sub-contractors, or not approved by Logicalis in writing prior to such modifications, repairs or replacements being performed or attempted by another party, including Customer;

2.6.11 the refurbishment of any product; and/or

2.6.12 the restoration of lost data from any product, or from any ancillary equipment connected to or using the product.

2.7　Any orders placed by the Customer may not be cancelled by Customer in whole or in part or varied by Customer in any manner whatsoever after Logicalis has accepted the order unless agreed to by Logicalis in writing, whereupon Customer shall be liable to pay to Logicalis a cancellation (or variation) fee amounting to 15% (fifteen percent) of the total order value.

2.8　Logicalis reserves the right to deliver products ordered as and when the products are made available to Logicalis. Logicalis shall be entitled to execute delivery in part from time to time. If prior to the delivery of products, those products become obsolete or are superseded by new products, Logicalis, in its sole discretion, shall be entitled to cancel any Transaction Document for the sale/licensing of such products without liability or penalty to Customer.

2.9　Customer shall not be entitled to return any products to Logicalis without Logicalis' express written consent and provided Customer complies with the applicable provisions of clauses 2.6.4, 2.6.5 and 2.6.6 above. Logicalis shall, in its sole discretion, be entitled to refuse to accept any products returned to it by the Customer if they are not in original condition and complete with all manuals, accessories, cables, diskettes and packaging, provided that in the case of software, once the packaging has been opened and/or the seal has been broken, that software is non-returnable unless returned under clause 2.6.5.

2.10　The Customer will have no claim against Logicalis in respect of shortages or damage to products provided to it by Logicalis unless the Customer makes Logicalis aware of the damage or deficiency in writing within 7 (seven) days from date of delivery (including deemed delivery) of product. In the event of material defects or shortages in products proved to Logicalis' satisfaction, and upon being properly notified in writing, Logicalis shall, at its option and provided that Logicalis is able to receive the same undertaking or commitment from the OEM:

2.10.1　either exchange products for similar products; or

2.10.2　take back such products and refund the purchase price and/or licence fees therefor.

2.11   Should products be defective or not conform to specifications such products may be returned within 30 (thirty) days of the date of invoice, provided that any products returned after 7 (seven) days but within 30 days of date of invoice will be subject to a 15% (fifteen percent) handling fee. Any products returned more than 30 (thirty) days after date of invoice will not be accepted back under any circumstances. Any advance exchanges will be charged to Customer's account (and are therefore payable) and will only be credited (less handling fee if applicable) once defective products are received. Logicalis will cover only outward bound (and not inward bound) delivery costs of products replaced under warranty.

2.12   All products being returned to Logicalis for whatever reason require a Return Material Authorisation (RMA) number and a copy of the invoice before they will be accepted. The RMA number must not be displayed on product being returned but must be quoted when products are returned. Where products are being swapped out, a new order number is to be supplied when a RMA number is obtained.

2.13   Save as set out hereinabove, no further claims of whatsoever nature shall be entertained by Logicalis in respect of damaged or defective product, or products which do not conform to specifications.

3.   HARDWARE

3.1   For purposes of this clause 3 (Hardware) and clause 5 (Acceptance Testing) the following words and expressions shall bear the meanings assigned to them below and cognate words and expressions bear corresponding meanings –

3.1.1   "**Acceptance Criteria**" means the criteria to be agreed upon between the Parties and specified in the Transaction Documents which shall, at a minimum, include that the deliverables/Services shall conform with the specifications, and which shall be used for purposes of conducting Acceptance Testing;

3.1.2   "**Acceptance Date**" means that date upon which the Acceptance Criteria has been met or is deemed to have been met;

3.1.3   "**Acceptance Testing**" means, where applicable to the deliverables/Services developed and/or delivered pursuant to the Transaction Documents, the testing of a Deliverable for purposes of determining whether such Deliverable complies with the Acceptance Criteria;

3.2   Logicalis will procure the hardware item(s) specified in the Transaction Documents ("**the Hardware**"). Logicalis will deliver on the date and at the location as agreed to between the Parties in the Transaction Documents. This delivery will be evidenced by a delivery note signed by the Customer.

3.3   Unless specifically excluded by the Parties in writing, Logicalis shall configure and install the Hardware at the stipulated site(s) in accordance with the service levels set out herein and in the Transaction Documents (if any).

3.4   All risk in and to the Hardware will vest with the Customer upon delivery.

3.5   Acceptance Testing in relation to Hardware:

3.5.1   The Customer will perform Acceptance Testing to determine whether the Hardware meets the Acceptance Criteria.

3.5.2   If during Acceptance Testing, the Customer finds that the Hardware does not comply with the Acceptance Criteria the Customer will forthwith notify Logicalis in writing and Logicalis will, as soon as is reasonably possible, rectify the deficiencies.

3.5.3   If and when the Acceptance Testing establishes that the Hardware performs in accordance with the Acceptance Criteria, the Customer will promptly notify Logicalis. If no deficiencies are reported within 10 (ten) business days of the Hardware being delivered, then the Acceptance Criteria shall be deemed to have been fulfilled.

3.5.4   Where applicable, ownership in and to the Hardware will only pass to the Customer upon payment in full of the Charges.

3.5.5   Where the Hardware contains embedded software, the license terms applicable to the embedded software shall be specified in the Transaction Documents.

3.6 Where Logicalis is responsible for the maintenance of Hardware, as specified in the Transaction Documents; in providing such maintenance Services it will use its best endeavours to ensure that the Hardware functions error-free and to maintain the Hardware in such a manner as to ensure that the Hardware is continually compliant with the Service Levels contained in the relevant Statement of Work.

3.7 In the performance of maintenance Services, Logicalis will, on an ongoing basis and in a sustained manner, provide preventative maintenance as frequently as is required by the OEM.

3.8 In the event that Hardware is removed from the premises, the risk in such Hardware remains vested in the Customer.

3.9 Any spare or replacement parts or components supplied in the performance of maintenance Services, will accede to the Hardware upon installation thereof and will become the property of the Customer.

3.10 Unless otherwise specified in the Transaction Documents, all spare or replacement parts or components supplied in respect of Hardware which (i) if under the warranty period, will be as supplied by the OEM in terms of its warranty program and will be used in accordance with the OEM's specifications; and (ii) if not under the warranty period, shall be paid for by the Customer.

3.11 Logicalis will be entitled to appoint sub-contractors and/or agents to perform the maintenance services on its behalf.

3.12 The Parties record that unless the Transaction Documents specifies the contrary, all upgrades and/or updates, bug fixes and patches are included in the maintenance Services for any embedded software in the Hardware.

3.13 Engineering changes:

3.13.1 Labour costs for implementing all mandatory and optional engineering changes specified by the OEM and all associated material costs shall be borne by the Customer.

3.14 Unserviceable Hardware:

3.14.1   If, in the opinion of the OEM or Logicalis, any Hardware or any part thereof cannot be maintained to the necessary operational standard, as a result of obsolescence, Logicalis will be entitled to estimate the cost, in the form of a written quotation, for the Customer's perusal and consideration, which will be additional to the charges, for the reconditioning and/or replacement of the Hardware, or any part thereof.

3.14.2   If the Customer does not follow Logicalis's recommendations in respect of reconditioning and/or replacing the Hardware, then Logicalis will provide 30 (thirty) days written notice advising that maintenance Services in respect of that Hardware will be performed on a best-efforts basis and will be charged on a time and materials basis.

3.14.3   Logicalis will maintain records of the hours worked by its personnel in the provision of the Services and of the expenses incurred for which payment is due on a time and materials basis.

4.   SOFTWARE

4.1   The licence terms applicable to the Customer's use of any software shall be specified in the Transaction Documents alternatively will be accepted by the Customer when implementing, accessing, or using the software.

4.2   The Customer will not without the consent of Logicalis, except to the extent permitted by law, modify, reverse assemble, decompile, or reverse engineer the Software or allow any third party to use or access the software (directly or indirectly).

4.3   Delivery of the software:

4.3.1   Logicalis will deliver the software to the Customer on suitable media or through electronic transmission via the internet, on the date, at the location and in the manner specified in the Transaction Documents alternately in accordance with best practice.

4.3.2   Delivery of the software, where delivered in a physical form, will be evidenced by a delivery note signed by the Customer or when the software and is accessible to the Customer for download via the internet.

5. ACCEPTANCE TESTING

5.1 The Customer will perform Acceptance Testing to determine whether a deliverable/Service performs in accordance with the Acceptance Criteria. The Acceptance Tests will endure for a period as may be agreed in writing between the Parties and/or specified in the Transaction Documents.

5.2 If the Acceptance Testing establishes that the deliverable/Service performs in accordance with the Acceptance Criteria, the Customer will promptly notify Logicalis that it accepts the deliverable/Services. Where no deficiencies are reported to Logicalis within 5 (five) business days of the Customer receiving a deliverable/Services the Acceptance Criteria shall be deemed to have been met.

5.3 In the event that the Deliverable fails to meet the Acceptance Criteria the Customer shall notify Logicalis and it will, within a reasonable period (determined with reference to the nature and extent of the defects identified), modify or improve the deliverable/Service to meet the Acceptance Criteria.

5.4 In the event that the deliverable/Service fails to meet the Acceptance Criteria after 3 (three) rounds of Acceptance Testing, either Party may terminate the agreement between the Parties on written notice. In the event of termination, the Customer will only be liable to pay for the deliverables/Services which it has accepted as at the date of termination.

6. PAYMENT TERMS

6.1 For purposes of the Terms "**Charges**" shall mean the charges payable by the Customer for the Service as described and particularised more fully in the Transaction Documents.

6.2 The Charges are payable at the times or intervals set out in the Transaction Documents. In the event no payment terms are stated, Logicalis shall invoice monthly in arrears except in the following instances:

6.2.1 Where Logicalis provides product, it shall invoice the Customer on delivery of the product to the Customer; and

6.2.2 Any fixed monthly charges shall be payable monthly in advance.

6.3   Unless otherwise stated in the Transaction Documents all invoices are payable within 30 (thirty) days from date of invoice.

6.4   If the Customer fails to make timeous payment of any undisputed invoice issued to it by Logicalis, then any discount which Logicalis may have granted the Customer shall be forfeited and Logicalis shall be entitled to issue a further invoice to the Customer for the value of the discount previously afforded to the Customer by Logicalis. The provisions of clause 6.16 (Disputed Invoicing) shall not apply to further invoice issued by Logicalis to the Customer, as contemplated in this clause 6.4, and the further invoice will be due and payable upon receipt thereof by the Customer.

6.5   Where Charges, including but not limited to licence or subscription fees, are based on a stated exchange rate (including without limitation annual fees due), these Charges will be adjusted to take account of any exchange rate fluctuations unless the Customer has instructed Logicalis, in writing, to fix the exchange rate by taking out a forward exchange contract. Adjustments due to exchange rate fluctuations will be calculated as at the date Logicalis receives the Customer's order based on the forward exchange rate quoted by Logicalis's chosen bank, at the close of business on the date Logicalis receives Customer's order.

6.6   To the extent permitted by law, any amount not paid by the applicable Due Date will bear interest for the benefit of Logicalis, from the Due Date until the date the Customer pays such overdue amount in full. The rate of interest will be 200 (two hundred) basis points above the published prime rate from time to time of Logicalis' bankers. Interest will be payable on a claim for damages from when the damages were suffered.

6.7   Unless expressly stated to the contrary in the Transaction Document, the Charges payable by the Customer in respect of the Services shall automatically increase in line with the Consumer Price Index with effect from the annual anniversary of the date upon which Logicalis commenced rendering the Services to the Customer.

6.8 Product prices may be adjusted by Logicalis without prior notice to Customer as a result of any changes in manufacturer's/supplier's charges to Logicalis in respect of those products. Furthermore, Logicalis shall be entitled to increase its products prices by the amount of any additional costs, including (without limitation) duties, levies, surcharges, and taxes incurred by Logicalis as a result of delivery outside the borders of South Africa.

6.9 The Customer shall pay all Charges to Logicalis punctually and in full, without set-off, deduction, or withholding of any kind (save for amounts validly disputed in accordance with this Agreement), free of exchange control restrictions, and in South African Rands.

6.10 Unless otherwise stated in the Transaction Documents payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes, and duties. The Customer shall pay all taxes levied and duties assessed by any tax service as being due in terms of a Contract, this shall exclude any taxes based upon Logicalis' income. This provision shall not apply to any taxes for which Customer is exempt and for which Customer has furnished Logicalis with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.11 Subject to Logicalis giving Customer reasonable prior written notice, Logicalis has the right to suspend or terminate a Service if payment of the Charges (or any part thereof) has not been made in full by the due date (except for disputed amounts). Furthermore, the Customer agrees that Logicalis cannot be held liable for any losses or damages of any type whatsoever that the Customer may incur as a consequence of the aforementioned suspension or termination.

6.12 Logicalis shall ensure that all invoices are correctly detailed, quote the relevant the Customer purchase order number and, contain its value-added tax ("**VAT**") number.

6.13 Logicalis may appropriate any payment received from the Customer towards the satisfaction of any undisputed indebtedness of the Customer to Logicalis.

6.14 The Customer will pay and bear all VAT on all amounts that are properly chargeable with VAT, payable to Logicalis. If at any time during the Agreement

there is any change in the rate at which VAT is levied, Logicalis will recalculate the VAT component of the fees which fall due on or after the date of the change.

6.15   Logicalis shall ensure that all Charges are included in the invoice issued following the period in which the Services to which those Charges relate are provided.

6.16   If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

6.16.1   the Customer shall notify Logicalis in writing as soon as reasonably practicable and no later than the due date for payment of the respective invoice;

6.16.2   the Customer's failure to pay the disputed Charges shall not be deemed to be a breach of the Terms or the Transaction Documents;

6.16.3   the Customer shall pay the balance of the invoice which is not in dispute by the due date;

6.16.4   either party may refer the matter to be resolved in terms of the process prescribed in clause 20;

6.16.5   once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 10 (ten) days and, where Logicalis is required to issue a credit note, it shall do so within 10 (ten) days resolution.

6.17   All sums payable to Logicalis shall, notwithstanding any other provision contained in the Terms and/or the Transaction Documents, become due within 30 (thirty) days from the date upon which the Services are terminated.

6.18   To the extent permitted by applicable law, Logicalis may issue, and Customer agrees to accept invoices by email or other electronic means of communication

7.   SERVICE UNITS

7.1   For purposes of this clause the following terms shall bear the meaning ascribed to them below –

7.1.1   "**Service Request**" means a request submitted by the Customer, whether telephonically or by email, specifying the Services to be procured from Logicalis

through the use of Service Units, and containing the information required in accordance with clause 7.6 below.

7.1.2   "**Service Unit**" means the unit of service, as defined in this Agreement, that is purchased by Customer from Logicalis and in terms of which Logicalis is obliged to provide the Services to Customer in terms of a Service Request;

7.2   The Customer may purchase Service Units from Logicalis. The Customer shall be entitled to use the Service Units to procure Services.

7.3   The Customer shall be entitled to apply the Service Units to the Services listed in the Transaction Documents.

7.4   The Customer will purchase Service Units from Logicalis at the rates specified in the relevant Transaction Documents.

7.5   Subject to the Customer having sufficient available Service Units, the Customer may procure Services from Logicalis by submitting a Service Request.

7.6   A Service Request shall as minimum, indicate the following information -

7.6.1   the type of Service required by the Customer (selected from the list contained in the Transaction Documents);

7.6.2   the Customer's assessment of the urgency attributable to the Service;

7.6.3   the Customer's assessment of the skillset and skill levels required;

7.6.4   the Customer's estimation of the number of hours required to complete the Service, and

7.6.5   the date upon which the Customer expects the Service(s) to be delivered by Logicalis.

7.7   Logicalis cannot guarantee provision of the Service on the date contemplated in clause 7.6.5, however, Logicalis shall apply reasonable commercial effort to deliver the Service as soon as reasonably possible.

7.8   The Service will, as a general rule, be delivered during Logicalis business hours. If the nature of the Service is such that the Parties deem it urgent and thus is required to be delivered during extended hours, every single (1) hour of Service

so delivered shall be multiplied with the multiplier specified in the Transaction Documents.

7.9 Logicalis shall ensure that assigned resources record, by means of timesheets, the expenditure of hours towards providing a Service. Completed timesheets shall be presented to the Customer as soon as reasonably possible after providing the Service. The consumption of Service Units towards providing Services to the Customer shall be reconciled by Logicalis as soon as reasonably possible after providing the Service and shall indicate the Customer's available Service Unit balance.

7.10 Service Units shall be valid for a period of 12 (twelve) months from the date upon which they are purchased from Logicalis. Upon the lapsing of the 12 (twelve) month period the Service Units shall be invalidated and thus cannot be used in procure Services.

7.11 Upon the termination of the relevant Transaction Document the Customer shall forfeit any unused Service Units.

7.12 Logicalis shall be entitled to charge Customer additional travel expenses for any Service that must be performed at a Customer site located outside a 30 (thirty) kilometre radius of a Logicalis office. The additional travel expenses shall be calculated by making use of the rates published by Automobile Association for passenger vehicles.

7.13 If the Customer requires that Service be carried out at a location(s) that necessitates a resource(s) travelling and procure overnight accommodation then Logicalis shall be entitled to charge the Customer for the actual travel, accommodation and subsistence expenses incurred.

7.14 Service Units cannot be offset against any project, travel, accommodation, or subsistence expenses.

7.15 In the event that the Customer submits a Service Request and does not have sufficient available Service Units to procure the Services, then Logicalis retains the sole and absolute discretion to elect to provide the Services to the Customer. If Logicalis uses its discretion and elects to provide the Services, then

it shall be entitled to charge the Customer for the portion of the Services not covered by the Service Units at Logicalis customary or standard rate (to be determined in Logicalis sole and absolute discretion) applicable to the Service.

8. RESPONSIBILITIES AND UNDERTAKINGS

8.1 The Customer's Responsibilities:

8.1.1 The Customer will take delivery of the product at the Customer's premises and provide a suitable environment (including cloud environments) and all other facilities necessary for the installation and correct operation of the product as specified in any specification issued by the manufacturers of the product.

8.1.2 On request, the Customer will make available to Logicalis all information and records within the Customer's control that are reasonably necessary for Logicalis to provide the Services and will provide sufficient access to the Sites to enable Logicalis to provide the Services.

8.1.3 If the Customer, Logicalis or any competent authority determines, either before, during or after the installation of the Product, that any alteration or additions are required to the Product or to the Customer's premises to ensure the proper installation and functioning of the Product in the Customer's environmental conditions, then such alteration will be carried out at the Customer's sole cost and expense. Logicalis will not be liable for any damages arising out of any alteration or additions not performed by Logicalis.

8.1.4 The Customer undertakes at its own cost to ensure that any equipment not owned by the Customer that is installed at the Customer's premises or data centre (including cloud infrastructure) in order for Logicalis to provide any Service shall be provided adequate accommodation and facilities so that it can be installed, maintained and function in a proper manner, including, but not limited to, ensuring that it is kept dry, clean and free from dust, extreme temperature and harmful fumes.

8.1.5 The Customer will ensure that any equipment not owned by the Customer that is installed at the Customer's premises or data centre (including cloud infrastructure) in order for Logicalis to provide any Service will not be accessible

Logicalis Standard Terms & Conditions   Confidential

to anyone other than Logicalis or authorised Customer personnel for the purposes of repairing or maintaining it.

8.1.6 The Customer will ensure that any equipment in the Customer's possession is sufficiently insured.

8.1.7 The Customer shall permit Logicalis to install certified software drivers and/or utilities on the Customer's equipment if such software is required in order to provide a Service.

8.1.8 The Customer acknowledges that it is responsible for ensuring that any third-party services it may have in place that are no longer required due to use of any Service are cancelled. Should Logicalis elect to assist the Customer with any such cancellation, the Customer agrees that it will not hold Logicalis responsible if the third-party services are not cancelled for any reason whatsoever.

8.1.9 Unless otherwise specified in the Transaction Documents, the Customer is solely responsible for ensuring that its data and information is backed up adequately. The Customer agrees that Logicalis shall not be liable for any damages arising from the loss of any of its data and information as a result the provision of the Services.

8.1.10 If hardware damage or software corruption to a Product is possible due to an irregular supply or sudden loss/gain of electrical power, then the Customer shall ensure that the Product receives electrical power from a supply that is uninterrupted and regulated.

8.1.11 The Customer will obtain and maintain all necessary licenses, authorisations, permits and consents that may be necessary for its acceptance and use of the Services.

8.1.12 The Customer will provide Logicalis with such access, assistance, cooperation, and information as may reasonably be required by Logicalis to comply with its obligations to the Customer.

8.1.13 The Customer will comply with any reasonable instructions given by Logicalis in relation to the provision of the Services.

8.1.14   The Customer shall implement and maintain appropriate governance, risk management, and internal controls to prevent the Services being corrupted, damaged, destroyed, interrupted and/or accessed by a third party in an unauthorised manner.

8.1.15   The Customer will implement and maintain appropriate governance, risk management and internal controls to prevent Logicalis' Data, information, and materials in the Customer's possession from unauthorised third-party access, corruption, damage, destruction and/or misuse.

8.1.16   The Customer will grant Logicalis access to a site when required for purposes of complying with its obligations under these Terms or the Transaction Documents. The Customer shall provide adequate workspace, heat, light, ventilation, electrical power, and personnel to enable Logicalis to reasonably perform the intended purpose of any onsite visit.

8.1.17   The Customer will grant Logicalis with remote access to its IT infrastructure when required for purposes of complying with its obligations under these Terms or the Transaction Documents.

8.1.18   The Customer will establish, maintain, and make available to Logicalis connectivity and related resources that Logicalis may reasonably require to comply with its obligations under these Terms or the Transaction Documents.

8.1.19   The Customer will ensure that the IT infrastructure (including all hardware, software and any other equipment or items), that falls outside the scope of Logicalis' responsibilities in terms of this Agreement but are necessary for the provision of Services are adequately maintained.

8.1.20   The Customer will notify Logicalis of any changes to the configuration of any IT infrastructure that will impact the provision of the Services as soon as reasonably possible but no later than 5 (five) business days prior to the configuration changes being implemented;

8.1.21   The Customer will maintain the integrity of all data and information that Logicalis may reasonably require to fulfil any diagnostic obligations in terms of this Agreement or a Statement of Work;

8.1.22   The Customer will ensure that all software (including firmware) used in the Customer's IT infrastructure is up to date;

8.1.23   The Customer will comply with the provisions of the Logicalis Acceptable Use Policy to the fullest extent that same may be applicable.

8.2   The Customer will comply with all obligations imposed upon it in terms of the law.

8.3   Logicalis' Responsibilities:

8.3.1   Logicalis represents, warrants, and undertakes that:

8.3.1.1   all Services shall be performed efficiently, effectively and in accordance with good industry practice and any applicable service levels specified in the Transaction Documents;

8.3.1.2   the Services shall be performed by sufficient numbers of suitably qualified and experienced personnel;

8.3.1.3   all deliverables shall be fit for purpose and shall comply with any requirements or specifications set out in the Transaction Documents;

8.3.1.4   it has no outstanding agreement or obligation which is in conflict with, or which would preclude Logicalis from fully discharging its obligations to the Customer;

8.3.1.5   the Services and Logicalis' policies and procedures shall comply with the following standards: ISO 9001 (Quality Management System), ISO 27001 (Information Security) and ISO 20000 (Service Management).

8.3.2   Logicalis shall endeavour to comply with such policies (including but not limited to those relating to security and health and safety and governance policies) as may be notified to it in writing by the Customer from time to time.

8.3.3   Logicalis acknowledges that it is obliged to assist the Customer where necessary to ensure that the manufacturer or distributor of the Product meets its warranty commitments.

9. EXCUSED PERFORMANCE

9.1 Logicalis' non-performance, or delayed performance, of any obligation under these Terms or a Transaction Document shall be excused where such failure to perform or delay is directly caused by -

9.1.1 the Customer's failure (or the failure of a third-party service provider to the Customer, if applicable) to perform an express material obligation under these Terms or the Transaction Documents;

9.1.2 Logicalis non-performance or delayed performance was caused by it being obliged to follow the Customer's instructions or procedures;

9.1.3 the actions of a third-party that falls outside Logicalis scope and control; and/or

9.1.4 the Customer's failure to comply with the law.

10. LIMITATION OF LIABILITY

10.1 Neither Party excludes or restricts their liability for losses arising from (i) death or personal injury caused by negligence, (ii) breach of the provisions of clause 13 (Confidentiality) or clause 18 (Intellectual Property); (iii) breach of any indemnity provided under this Agreement or within the Transaction Documents or (iv) breach of warranties; (v) fraud or fraudulent misrepresentation or (vi) any other liability that cannot be excluded by law.

10.2 Subject to Clause 10.1, each party hereby excludes liability for any losses which constitute indirect, special or consequential damages (including, but not limited to, loss of profits, loss of goodwill, telecommunications charges due to hacking, damages relating to lost or damaged data or software, damages relating to security breaches, loss of use, damages relating to downtime, costs of substitute products or damages relating to vendor-unsupported software) arising out of or in connection with a breach of any of the provisions of these Terms or the Transactional Documents.

10.3 Logicalis will not be liable for any loss or damage suffered by the Customer arising out of or in connection with any breach of these Terms and/or the Transaction Documents by the Customer or any act, misrepresentation, error, or omission made by the Customer or its personnel.

Logicalis Standard Terms & Conditions Confidential

10.4   Subject to 10.1, 10.2 and 10.3 above each Party's liability for any and all other loss or damage arising shall be limited to R 2 500 000,00 (two million five hundred thousand Rand).

11.   INDEMNIFICATION

11.1   Except for claims against the Customer arising out of the Customer acting negligently, intentionally, fraudulently or in breach of the Agreement, Logicalis shall fully, defend, indemnify and hold the Customer harmless in respect of any claim, costs, expenses demand, liability, cause of action or damages to which the Customer may become or becomes liable or claimed in respect of a claim directly related to a Product and/or Service supplied by Logicalis under these Terms read with the relevant Transaction Documents infringing any Intellectual Property Rights of any third party provided such infringement does not arise as a result of (i) the combination with products or services not provided by Logicalis, (ii) the combination of different products unless specifically authorised by Logicalis and/or any unauthorised modification to any Product and/or Service.

11.2   Each Party agrees to indemnify and defend at its sole expense the other Party and its employees, agents, representatives, directors, and shareholders against any claim by a third party arising out of the indemnifying Party acting negligently, fraudulently, illegally or in breach of the Agreement and furthermore agrees to pay any judgment and costs associated with such claim.

11.3   Customer agrees to:

11.3.1   notify Logicalis promptly in writing of any third-party claim pertaining to the infringement of an Intellectual Property Right or any other third-party claim that may result in liability for Logicalis;

11.3.2   make no admissions or statements without Logicalis' consent (not to be unreasonably withheld or delayed);

11.3.3   reserve for Logicalis the right if it chooses in respect of a third-party claim to take control of the litigation and to conduct/settle litigation and negotiations as Logicalis sees fit (subject to keeping Customer reasonably informed) and

provided that Logicalis' actions in this regard do not result in any expenses for the Customer which it has not previously authorised; and

11.3.4 give Logicalis, at Logicalis' cost such assistance as Logicalis may reasonably require.

11.4 Logicalis shall have the right to defend the Customer against the third-party claim with legal representation of its choice provided that Logicalis shall conduct the defence of the third-party claim actively and diligently and –

11.4.1 afford the Customer a reasonable opportunity to be present at and to participate in all discussions and meetings which are held by Logicalis or by any counsel, attorney or third party (acting on behalf of Logicalis) in connection with such defence;

11.4.2 without unreasonable delay, and from time to time, provide the Customer with the same information which Logicalis has in its possession or under its control, the intention being that the Customer should be as well informed, at all times, as Logicalis are informed; and

11.4.3 permit the Customer to express its views and opinions from time to time in regard to the defence of a third-party claim.

11.5 The indemnity contemplated in this clause 11 shall be subject to the provisions of clause 10 *(Limitation of Liability)* in that Logicalis' liability to the Customer in terms of this clause 11 shall be limited to R 2 500 000,00 (two million five hundred thousand Rand).

12. NON-SOLICITATION

12.1 Unless the Parties agree to the contrary in writing, each Party irrevocably and unconditionally agrees and undertakes that for a period of one year from the date of termination of the Services, such Party and all connected persons will not, directly, or indirectly, —

12.1.1 solicit or entice away or endeavour to solicit or entice away any person who is employed by or provides his services to the other Party (whether or not such person will commit a breach of any contractual arrangement as a result),

provided that the restrictions in this clause 12.1.1 shall not apply to the placing of any general non-targeted advertisement for the purposes of recruitment;

12.1.2   solicit or entice away or endeavour to solicit or entice away any agent, customer or Logicalis of the other Party; or

12.1.3   encourage, procure, or assist any agent, customer or Logicalis of the other Party to restrict, vary or cease that relationship.

13.   CONFIDENTIALITY

13.1   For purposes of this clause "**Confidential Information**" shall mean all information whether written (including information contained in electronic format) or oral, concerning any information of a proprietary nature, Intellectual Property (as defined below), business and affairs of the Disclosing Party, provided to the Receiving Party related to the provision of the Services.

13.2   Each Party will treat as confidential the Confidential Information of the other Party and save as expressly permitted herein shall not disclose the same to any third party.

13.3   The Parties acknowledge that—

13.3.1   the Confidential Information is a valuable, special, and unique asset of the Party disclosing such information (**"Disclosing Party"**) and/or its Affiliates; and

13.3.2   the Disclosing Party and/or its Affiliates may suffer irreparable harm or substantial economic and other loss in the event of such Confidential Information, or part of it, being disclosed or used otherwise than in accordance with this Agreement.

13.4   All Confidential Information disclosed by the Disclosing Party to the other Party (**"Recipient"**), or which otherwise comes to the knowledge of the Recipient, is acknowledged by the Recipient –

13.4.1   to be proprietary to the Disclosing Party and/or one or more of its Affiliates; and

13.4.2   not to confer any rights of whatsoever nature in such Confidential Information on the Recipient.

13.5   A Party receiving Confidential Information will take the same precautions and exercise the same degree of care to protect Confidential Information that it receives as it takes and exercises in relation to its own confidential information but, in any event, that Party will take all reasonable care to protect that Confidential Information.

13.6   The Recipient irrevocably and unconditionally agrees and undertakes —

13.6.1   to treat and safeguard the Confidential Information as strictly private, secret, and confidential;

13.6.2   not to use or permit the use of the Confidential Information for any purpose other than the Business Purpose and, in particular, not to use or permit the use of the Confidential Information, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party and/or its Affiliates or otherwise use it to the detriment of the Disclosing Party and/or its Affiliates;

13.6.3   except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party;

13.6.4   not to copy or reproduce the Confidential Information by any means without the prior written consent of the Disclosing Party, it being recorded that any copies shall be and remain the property of the Disclosing Party; and

13.6.5   to keep all Confidential Information safely and securely and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.

13.7   The provisions of this clause 13 do not prohibit the receiving Party from disclosing, using, or copying any Confidential Information:

13.7.1   on terms of confidentiality which are to the same effect as those set out in this clause 13 to those of its employees and advisers who need to know that Confidential Information for the purpose of exercising its rights or performing its duties under this Agreement;

13.7.2   with the prior written consent of the other Party;

13.7.3   which it can show is in, or enters, the public domain otherwise than as a result of unauthorised disclosure by the receiving Party;

13.7.4   which it can show has been, or is, independently developed by the receiving Party; or

13.7.5   which it can show was lawfully available to it free of any restrictions as to its disclosure or use before the receiving Party received that Confidential Information from the other Party;

13.8   Each Party shall ensure that all employees or other contract personnel engaged whether wholly or partly in the provision of the Services have agreed to be bound by the above provisions.

13.9   This clause will survive termination of the Services.

14.   CESSION & ASSIGNMENT

14.1   Neither Party shall novate, cede, assign nor subcontract the whole or any part of these Terms or the Transaction Documents without the prior written approval of the other party, which approval shall not be unreasonably withheld.

14.2   Logicalis may assign its interest to any affiliate or where it amalgamates with or transfers its business into another company. If the assignee ceases to be a Logicalis affiliate, Logicalis shall ensure that it reassigns its interest back to Logicalis or to another company in Logicalis group of companies.

15.   BREACH & TERMINATION

15.1   If a Party (**"Defaulting Party"**) commits any breach of these Terms and/or the Transaction Documents and fails to remedy such breach within 15 (fifteen) business days (**"Notice Period"**) of receiving written notice requiring the breach

to be remedied, then the Party giving the notice (**"Aggrieved Party"**) will be entitled, at its option –

15.1.1   to claim immediate specific performance of all or any of the Defaulting Party's obligations under the Terms and or the Transaction Documents, with or without claiming damages, whether or not such obligation has fallen due for performance; or

15.1.2   to terminate the Services, subject to clause 15.4 and any provisions dealing with cancellation contained in the Transaction Documents, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice of cancellation.

15.2   The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the tribunal adjudicating a dispute specifically determines that such scale shall not apply.

15.3   The Aggrieved Party's remedies in terms of this clause 15 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

15.4   Either Party may terminate the Services and these Terms and the Transaction Documents immediately by giving the other Party written notice if -

15.4.1   the other Party commits a material breach of any provision of these Terms and/or the Transaction Documents which is not capable of being remedied or, in the case of a breach which is capable of being remedied, that breach has not been remedied in the manner contemplated in clause 15.1 above;

15.4.2   the other Party convenes a meeting of its creditors;

15.4.3   a Party is liquidated or becomes subject to any business rescue process, whether provisionally or finally (or any application is launched in that regard);

15.4.4   business rescue proceedings in terms of the Companies Act are commenced against a Party, whether by way of board resolution or court order; or

15.4.5   any interdict, judgment or other order or action of any court or governmental body restraining, prohibiting, or rendering illegal the implementation of the transactions contemplated in this Agreement is in effect, or any legal

proceeding has been instituted by any person (including any governmental body) seeking to prohibit, restrict or delay, declare illegal or to enjoin the implementation of the transactions contemplated herein.

15.4.6 a proposal is made for a voluntary arrangement or for any other moratorium, composition, rescheduling, reorganisation, scheme, or other arrangement with, or assignment with or for the benefit of, its creditors or any class of them;

15.4.7 the other Party is insolvent or otherwise unable to pay its debts when they become due; or

15.4.8 a petition is presented, or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other Party or for the making of an administration order.

15.5 If the Agreement is terminated for any reason whatsoever, the Customer will be required to pay any outstanding amounts due to Logicalis prior to termination.

15.6 The termination of this Agreement will not affect any rights and remedies to which a Party may be entitled under this Agreement or at law and will not affect any accrued rights or liabilities of either Party or the coming into or continuance in force of any provision that is expressly or by implication intended to come into or continue in force on or after the end of this Agreement.

16. FORCE MAJEURE

16.1 If due performance of the Services is affected in whole or in part by reason of any event, omission, accident or other matter beyond the reasonable control of Logicalis by the exercise of all reasonable diligence (which for the avoidance of doubt includes the maintenance, by the Customer and Logicalis, at all times of business continuity and disaster recovery procedures in respect of events affecting Logicalis as reasonably expected of a competent business involved in the provision of services of a similar nature to the Services) ("**Force Majeure Event**").

16.2 Furthermore, for the purposes of this clause, Force Majeure Events shall include but not be limited to, flood, earthquakes, war (whether declared or not), terrorism, sabotage, revolution, invasion, insurrection, riot, blockade, embargo,

boycott, the exercise of military power, fire, explosion, quarantine, and Acts or restrains of government including the imposition or restrictions of or embargos on imports or exports

16.3   Neither Party will be under any liability to the other or to any other person for any liability suffered or incurred by the other Party or any other person by reason of any event beyond that Party's control, provided always that where Logicalis is seeking to rely on this clause 16, it has taken all reasonable steps in advance to prevent the event in question arising and to mitigate its consequences in the event that it does arise and has complied with clause 16.3.

16.4   Logicalis will notify the Customer immediately of the happening of any event referred to in clause 16.1 and of any event that has led or may lead to Logicalis being unable to fulfil its duties. Within a reasonable period after that notification (not greater than 10 (ten) days in any event), Logicalis will notify the Customer of its proposals to deal with that event and the timing of those proposals. After that notification, the Customer will agree with Logicalis the action to be taken and the timing of that action based on Logicalis' proposals, unless the Customer reasonably believes that the proposed action is not appropriate or that the timing of the implementation of the proposals is not attainable. If the Customer does so believe, or if Logicalis fails to take the agreed action within the agreed timescales, the Customer may, at its option elect that the Customer will perform those of Logicalis' duties as may be affected by the event of force majeure or have those duties performed by a third party.

16.5   A Force Majeure Event shall not exclude the Customer's liability to pay Logicalis the charges due in respect of the provision of the Services.

17.   DATA PROTECTION

17.1   The Parties warrant in favour of each other that they shall at all times strictly comply with provisions of the Protection of Personal Information Act 4 of 2013, the General Data Protection Regulation 2016/679 and any other applicable data protection legislation (where applicable) ("**Data Protection Legislation**").

17.2   The Parties shall indemnify each other to a maximum of R2 500 000 (two million five hundred thousand Rands) for any and all losses suffered as a result of any breach by the other Party of the warranty at clause 17.1.

17.3   The Parties shall not utilise any data and/or personal information for any purpose other than to render Services or comply with their obligations under the Terms and/or Transaction Documents. The Parties acknowledge and agree that Logicalis shall be entitled to share Data with its affiliates and third-party service providers for the purpose of rendering Services. To the extent required by Data Protection Legislation the Customer undertakes to, from time to time, sign written consent in favour of Logicalis confirming that Data can be shared in the manner required for the Provision of a Service.

17.4   The Parties shall establish and maintain safeguards against the destruction, loss, or alteration of the Data in its possession that are no less rigorous than those maintained by Logicalis.

17.5   The Parties shall institute industry best practice systems and security measures to guard against the unauthorised access, alteration, destruction, or loss of Data.

17.6   The Parties warrant that they will immediately inform the other Party in writing, if any of the Data it has access to has been compromised.

17.7   The Parties obligations under this clause 17 will survive the termination.

18.   INTELLECTUAL PROPERTY

18.1   For purposes of this clause "**Intellectual Property Rights**" means any copyright, patent, trade mark, service mark, design right (whether registered or unregistered), semi-conductor topography right, trade secret, utility models, registered designs, rights in trade names, brand names, get-up, logos, domain names and URLs, rights in inventions, rights in know-how, rights in databases and all similar rights anywhere in the world and including applications for any of the foregoing, the right to apply for and be granted by the foregoing

18.2   Both Parties acknowledge that any software, hardware, or service developed by either Party related to the provision of any Service remains solely the intellectual property of the Party that developed the software, hardware or service and

remains confidential and proprietary to that Party, unless otherwise agreed in the Transaction Documents.

18.3   The Customer hereby grants to Logicalis a non-exclusive, non-transferable license for the duration the provision of the Services to use, copy, modify and enhance the materials and data (and such modifications and enhancements thereto) owned by the Customer solely for the purpose of the performance or fulfilment of Logicalis' obligations in respect of the provision of the Services.

18.4   Unless the contrary is expressly provided, nothing shall affect the pre-existing Intellectual Property Rights of Logicalis and/or third-party proprietary works, which shall remain, vested in Logicalis or the relevant third-party licensor as applicable.

19.   CHANGE CONTROL

19.1   Either Party may, at any time, by change proposal, request changes to be made to the performance of this Agreement including but not limited to the Services. Upon such change proposal being made by either Party, Logicalis shall provide the Customer with the proposed amendments which would need to be made in the performance of the Agreement and, if applicable, the amendments to Charges required as a consequence of such proposed change.

19.2   If the Parties agree on the implementation of the proposed change, including any adjustment to the Charges to be made in respect thereof, Logicalis shall proceed therewith, as agreed.

19.3   If an adjustment is to be made in the Charges pursuant to clause 19.2 hereof, Logicalis shall submit to the Customer a statement of adjustment, supported by evidence as appropriate, and including a detailed breakdown of the factors that have changed causing Logicalis to request the adjustment. Such statement shall be calculated in accordance with Logicalis's regular accounting procedures and shall, if required by the Customer, be verified by Logicalis's independent auditors.

19.4   If the Parties fail to reach agreement on the adjustment of the Charges, the adjustment shall be determined in accordance with clause 20.

19.5   The Parties shall not unreasonably withhold its agreement to a change.

20.   DISPUTES

20.1   Any question which may arise concerning the construction, meaning or effect of these Terms and/or the Transaction Documents or any matter arising out of or in connection therewith shall, in the first instance, be referred in writing to the Customer's and Logicalis' nominated managers for discussion and resolution within 15 (fifteen) business days.

20.2   If the matter is not resolved within that time, it will be referred to the next level of the Customer and Logicalis' management who must meet within 5 (five) business days of the matter being referred.

20.3   If any of the above are unable to attend the meeting, a substitute may attend provided that such substitute is authorised to settle the unresolved matter.

20.4   The Parties must refer any dispute to be resolved by:

20.4.1   Negotiation (direct talks to try and agree how to end the dispute), in which case each Party must make sure that their chosen representatives meet within 10 business days of notification, to negotiate and try to end the dispute by written agreement within 15 (fifteen) more business days; failing which

20.4.2   Mediation (talks in which a neutral third Party tries to help the Parties agree how to end the dispute), in which case it will be conducted under the Arbitration Foundation of South Africa's ("**AFSA**") rules; failing which

20.4.3   Arbitration (a hearing after which a neutral third party makes a binding decision about the dispute), in which case the Parties must refer the dispute within 15 (fifteen) business days to arbitration (including any appeal against the arbitrator's decision); and the Parties will agree and appoint one arbitrator; and the arbitration will be held in English; and the arbitration will be in Cape Town, South Africa under AFSA's latest rules for expedited arbitrations.

20.5   The Parties may agree otherwise in writing to the method of resolving disputes or to change the periods for negotiation or mediation.

20.6 This clause will not stop a Party from applying to court for urgent interim relief while the dispute resolution process is being finalised. An example might be an interdict.

20.7 This clause 20 is separate and divisible from the rest of the Agreement and remains effective even if the Agreement terminates or is invalid.

21. NOTICES

21.1 The Parties choose *domicilium citandi et executandi* (**"Domicilium"**) for all purposes related to these Terms and/or the Transaction Documents including the giving of any notice, the payment of any sum, the serving of any process, as follows

21.1.1 Customer at the address specified in the Transaction Documents; and

21.1.2 Logicalis SA (Pty) Ltd

Ground Floor Bergzicht Building, Tyger Business Park, 163 Uys Krige Drive, Plattekloof, South Africa

Tel: +27 (0) 21 935 6600

Attention: CEO

Email: legal@za.logicalis.com

21.2 Either Party shall be entitled from time to time, by giving written notice to the other, to vary its physical Domicilium to any other physical address (not being a post office box or poste restante) in South Africa and to vary its email Domicilium to any other email address.

21.3 Any notice given or payment made by either Party to the other ("**Addressee**") which is delivered by hand between the hours of 09:00 and 17:00 on any business day to the Addressee's physical Domicilium for the time being shall be deemed to have been received by the Addressee at the time of delivery.

21.4 Any notice given by either Party to the other which is successfully transmitted by email to the Addressee's email Domicilium for the time being ("**Transmitted**") shall, if the notice is Transmitted

21.4.1   by no later than 17:00 on a business day, be deemed (unless the contrary is proved) to have been received by the Addressee on that day;

21.4.2   after 17:00 on a business day or is Transmitted on a day which is not a business day, be deemed (unless the contrary is proved) to have been received by the Addressee on the next day which is a business day.

21.5   This clause 21 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the Addressee other than by a method referred herein.

21.6   Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to be received by the Addressee.

22.   ANTI-BRIBERY AND CORRUPTION

22.1   The Parties hereby acknowledge that they are aware of and shall comply with all applicable anti-bribery and anti-corruption laws and regulations of the Republic of South Africa, including but not limited to the Prevention and Combating of Corrupt Activities Act, 2004.

22.2   Each Party represents and warrants that neither it nor any of its employees, officers, directors, agents, representatives, or subcontractors has engaged in, or will engage in, any activity that violates the aforementioned laws and regulations in connection with these Terms or any matters contemplated herein.

22.3   The Parties agree to maintain and enforce policies and procedures designed to ensure compliance with such laws and regulations, including adequate internal controls, training, and monitoring mechanisms.

22.4   In the event of any breach or suspected breach of this clause, the non-breaching Party shall have the right to (i) terminate the relevant Transaction Document with immediate effect upon written notice, without any cure period, (ii) seek any and all remedies available under applicable law, and (iii) recover from the breaching Party all costs, losses, and damages arising from such breach, including reasonable attorneys' fees and costs of investigation

22.5　　　This clause shall survive the termination or expiration of the relevant Transaction Document(s).

23.　　CREDIT CONSENT

23.1　　The Customer consents to Logicalis making enquiries about the Customer's credit record with any credit reference agency and any other Party. Logicalis may also provide credit reference agencies with regular updates regarding how the Customer manages his account, including the Customer's failure to meet agreed terms and conditions. Logicalis may also give this information to any person who in its opinion, needs it to carry out any of Logicalis' rights or duties in terms of the contract or any law pertaining to the products the Customer has requested.

24.　　ANNOUNCEMENTS

24.1　　Each Party undertakes in favour of the other that, save as contemplated by this Agreement or unless required by law, neither it nor any of its connected persons will at any time or in any way make any statement, announcement or comment concerning their business relationship to the public or the press without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). Logicalis further undertakes that, save as contemplated by this Agreement or unless required by law, neither it nor any of its Connected Persons will at any time or in any way make any statement, announcement or comment concerning the business or operations of the Customer to the public or the press without the prior written consent of the Customer.

25.　　RELEASE AND WAIVER

25.1　　No failure by either Party to exercise, and no delay by that Party in exercising, any right, power or remedy under these Terms and/or the Transaction Documents (each a "Right") will operate as a waiver, nor will any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right. Any express waiver of any breach will not be deemed a waiver of any subsequent breach.

26.   SEVERABILITY

26.1   If any of the provisions of these Terms and/or the Transaction Documents are determined invalid, unlawful, or unenforceable to any extent, those provisions will be severed from the relevant agreement/document, which will continue to the fullest extent permitted by law.

27.   GOVERNING LAW AND SUBMISSION TO JURISDICTION

27.1   These Terms and the Transaction Documents shall in all respects (including its existence, validity, interpretation, implementation, termination, and enforcement) be governed by the law of South Africa.

27.2   This clause 27 is severable from the other provisions of these Terms and shall remain in full force and effect notwithstanding any termination, cancellation, invalidity, unenforceability or unlawfulness of these Terms, or any part thereof.

28.   WARRANTIES

28.1   The Customer warrants that all information supplied to Logicalis by the Customer or anyone on its behalf concerning the Customer's business is true and correct in all material respects, in particular, all information so supplied to Logicalis, during its investigation prior to the Commencement Date.

28.2   Logicalis warrants that all information supplied to the Customer by Logicalis or anyone on its behalf concerning Logicalis's business is true and correct in all material respects.

29.   ENTIRE AGREEMENT

29.1   These Terms read with the relevant Transaction Documents constitutes the entire agreement between the Parties relating in each case to the subject matter thereof and any and all other terms, conditions, representations, and warranties whether express or implied are hereby excluded to the extent allowed in terms of the law.