



Standard Terms and Conditions

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1.1. Scope

These Standard Terms and Conditions set out the basis upon which the Company shall, inter alia, supply Software (including but not limited to virtual software and/or Third-Party Software), Equipment, Support Services and Services to the Client.

2. Definition

- 2.1. "Client" refers to any person, whether natural or juristic, which purchases Equipment, Software (including but not limited to online virtual software and/or Third-Party Software) from the Company from time to time or makes use of the Support Services and/or other Services offered by the Company from time to time.
- 2.2. "Company" refers to CTime (Pty) Ltd, a private company registered according to the Company Laws of the Republic of South Africa, with Company Registration Number: 2023/950261/07 and having its registered address situated at 69 Buckingham Road, Kloof, 3610.
- 2.3. "Effective Date" refers to the date upon which the Quotation is signed and accepted by the Client.
- 2.4. "Equipment" refers to any and all hardware offered for sale, and/or rental and/or use, if applicable, by the Company from time to time and as may be set out in the relevant Quotation,

and/or as may otherwise be determined by the Company from time to time.

- 2.5. "Party" refers to either the Company or the Client, as the context may require, and "Parties" refers to both of them collectively.
- 2.6. "Intellectual Property" refers to any intellectual property which may be owned by the Company, and/or licensed to the Company by its various 3rd party suppliers from time to time.
- 2.7. "Quotation" refers to the non-binding quotation for the sale, supply and/or installation, as the case may be, of Equipment and/or Software (including but not limited to online virtual software and/or Third-Party Software) provided to the Client by the Company from time to time and in such format, manner and style as may be determined by the Company in its sole discretion, errors and omissions excepted.
- 2.8. "Software" refers to any and all software owned by, and/or licensed to the Company from time to time, which Software may be developed by the Company and/or by any of its 3rd party suppliers from time to time.
- 2.9. "Standard Terms and Conditions" refers to the Company's standard terms and conditions as set out in this document and as may be unilaterally amended from time to time by the Company, a copy of which can be found at <https://ctstime.co.za/TC>.
- 2.10. "Support Services" refers to any and all hardware and/or software support services which may be offered by the Company from time to time and as may be further detailed in clauses 12 and 13 hereunder, or in any separate maintenance agreements entered into between the Company and the Client from time to time.
- 2.11. "Third Party Software" refers to any and all software owned by any third party and licensed to the Client in order to, inter alia, allow the Client to make use of the Equipment and/or such further purposes as may be applicable from time to time.
- 2.12. "Disclosing Party" means the Party who discloses, or has disclosed Confidential Information to Receiving Party
- 2.13. "Receiving Party" means the Party who receives the Confidential Information of Disclosing Party

3. Duration

- 3.1 These Standard Terms and Conditions shall apply to any and all transactions entered into between the Company and the Client and shall, unless otherwise agreed to in writing, take precedence over any other terms and conditions which the Customer may purport to enforce wheresoever situated and/or howsoever presented.
- 3.2 These Standard Terms and Conditions shall become effective on the Effective Date (and shall continue until terminated as set out herein).
 - 3.2.1 This agreement may be cancelled upon written notice to the other party, by providing 2 (two) calendar months notice. Monthly fees would still be applicable for this "notice" period.
 - 3.2.2 Annual licensing and or agreements are not refundable in the event of cancellation during an active annual renewal period.
- 3.3 The Parties agree that:
 - 3.3.1 All Quotations accepted by the Customer will be governed by these Standard Terms and Conditions
 - 3.3.2 The latest version of these Standard Terms and Conditions, as amended from time to time by the Company, will apply to all products and services offered by the Company to the Client
 - 3.3.3 In the event that a term of these Standard Terms and Conditions contradicts a term expressly provided for in a duly accepted Quotation, the term contained in the duly accepted Quotation



shall take precedence to the minimum extent necessary to give effect thereto.

4. Installation and Configuration

The Company shall deliver the Software, Third-Party Software and Equipment to the Client pursuant to the Effective Date of these Standard Terms and Conditions. The Company will not be bound to deliver the Software, Third-Party Software or Equipment on any specific date or at any specific time unless expressly agreed to in writing by the Company. The Equipment, Software and/or Third-Party Software shall be deemed to be successfully installed and properly configured upon signature of the relevant sign-off documentation to be provided to the Client by the Company, or within 2 (Two) months of installation, whichever occurs first. In the event of the Client purchasing Equipment for self-installation, the full risk in and to the Equipment shall pass on delivery or collection thereof.

5. Client Responsibilities and Risks

- 5.1. Subject always to the Company conforming with all reasonable security and safety requirements of the Client, alternatively with the generally accepted industry standards, the Client shall afford the Company's personnel reasonable access to the site(s) at all reasonable times for the purpose of performance under these Standard Terms and Conditions.
- 5.2. Whilst the Company takes every effort to safeguard files and drives from threats and malware, the onus remains with the Client to ensure adequate protection of their resources and equipment, including any personal information pertaining to, inter alia, the Client, the Client's customers and the Client's employees. The Company, its subsidiaries, owners, directors and/or employees are hereby waived from any damages, whether direct or indirect, losses or injuries suffered, to/by any property or person for whatsoever reason to the maximum extent permissible in law.
- 5.3. The Client understands and accepts that it will be necessary for the Client to promptly supply information and any necessary assistance to the Company and to give the Company personnel access to the Client's staff, equipment, data and items supported including the Software, Third-Party Software and Equipment, in order to enable the Company to perform its obligations under these Standard Terms and Conditions and that, subject to the other provisions of these Standard Terms and Conditions, it does so entirely at its own risk.
- 5.4. For the purposes of the Company providing the Support Services and during any period of such support:
 - 5.4.1. The Client will appoint and authorize contact persons through which the Company will co-ordinate support activities for the Client. It is specifically stated that only those contact persons will have authority to request Support Services and other assistance from the Company. The Client shall ensure that the contact persons are sufficiently trained in use of the Software, Third-Party Software and Equipment to enable effective communication between the Company and the Client in order to ensure that Support Services are provided efficiently.
 - 5.4.2. The Client shall not during the period of Support Services allow any item for which Support Services have been contracted, to be interfered with, altered, modified or added to without the prior written consent of the Company.
 - 5.4.3. It is the Client's responsibility to operate items for which Support Services have been contracted, in accordance with instructions issued by the Company and/or the manufacturer or licensor and to retain sufficiently trained and competent staff to operate them in a proper manner.
 - 5.4.4. The Client is required at its own expense to provide internet access and remote support software at each site to enable the Company to remotely connect to, and access, any server upon which any items for which Support Services have been contracted, reside. The Company is a licensed Teamviewer account holder and always operate on the latest version available.
- 5.5. The Client is to ensure computing requirements are correctly supplied, including, but not limited to,



servers, personal computers, networks, communications, etc., as may be recommended by the Company from time to time.

- 5.6. At the Client's sole expense, it is the responsibility of the Client to provide such equipment as the Company may require to install / service equipment on site (e.g. ladders, hysters and cages, lift access etc.). Delays in this regard will be billable to the Client.
- 5.7. The Client shall ensure that the security level offered by an access control, or security systems offer the required security prior to placing the order. Any variations, if agreed to by the Company, may attract additional and / or handling costs.
- 5.8. The Client hereby indemnifies and holds harmless the Company, its' subsidiaries, owners, directors and employees against any 3rd party claims which may arise pursuant to the rendering of services in terms of these Standard Terms and Conditions.
- 5.9. Whilst the Company will take every reasonable effort to ensure the accuracy and compliance for all processing, where applicable, the Client by means of authorizing and releasing the payroll and related schedule, expressly agrees that the processing has been reviewed and found satisfactory and/or accurate in all ways.
- 5.10. In accordance with clause 5.9 above, the Company shall only be liable for direct damages caused by its gross negligence and/or willful misconduct.
- 5.11. Should the Client elect to enter into a rental agreement with the Company in respect of any Software, Third-Party Software and/or Equipment, these Standard Terms and Conditions shall apply to the extent they do not expressly contradict any of the terms of the separate Rental Agreement covering the rental of the Software, Third-Party Software and/or Equipment, as the case may be.
- 5.12. Should the Client elect to enter into a Reseller Agreement with the Company, these Standard Terms and Conditions shall apply to the extent they do not expressly contradict any of the terms of the separate Reseller Agreement.
- 5.13. It is expressly agreed that any liability, howsoever arising, pursuant to the processing and/or storage of any personal information by the Company, shall vest exclusively with the Client, it being understood that the Client is solely responsible for ensuring, at its own cost, the proper protection of any and all personal information pertaining to, inter alia, it or any of its customers and/or employees. Notwithstanding the provisions of this clause 5.13, the Company reserves its rights but without any express obligation being placed upon the Company, to take whatever steps it deems reasonable to protect the confidential and/or personal information of the Client.
- 5.14. Any Services which may from time to time and at the Company's sole discretion, be provided to the Client on a "free trial" basis, shall subsequently be charged for in the event that the Client fails to enter into, and remain bound by, at least a 12 (Twelve) month contract with the Company pursuant to the rendering of the "free trial". The same provisions shall apply in respect of any hardware that is provided to the Client for use free of charge.
- 5.15. The Company shall be entitled to suspend any Services on written notice thereof to the Client in the event that any amount which is due, owing and payable to the Company remains unpaid after demand thereof by the Company, and the Client expressly indemnifies and holds harmless the Company against any and all losses and/or damages it may suffer pursuant thereto, howsoever arising.
- 5.16. The Company shall also be entitled to suspend the Clients access to any Software, including but not limited to, Third-Party Software, in the event that the Client fails to pay any and all such charges in respect thereof on or before the due date, notwithstanding that demand for payment may not have been formally given. The Client expressly and irrevocably indemnifies and holds the Company harmless against any and all losses it may suffer, howsoever arising, pursuant to its access to Software being blocked in accordance with this clause 5.16.
- 5.17. The Company shall be entitled to request, from time to time, any such additional information and/or documentation from the Client as it deems reasonably necessary.
- 5.18. Any failure on the part of the Client to timeously submit the proper information, as required by the Company from time to time, may result in the Company processing services based on the previous periods information, and whilst adjustments may be instituted post fact from time to time, the Client understands that this may not always be possible, for instance at financial year end.

6. Cabling and Civils

- 6.1 Data cabling, network cabling, mains cabling and any other cabling as may be necessary are to be provided by the Client, unless expressly specified otherwise on the Quote.
- 6.2 Network points to be available within 2 (Two) meters from each device install location
- 6.3 Mains points to be connected to the Equipment as installed by the Company, by the Client at the Client's sole expense. Where applicable a mains socket must be made available within 2 (Two) meters from each power supply.
- 6.4 Civil works: Unless specifically included in the Quotation, the Company does not undertake any civil works, and it is the responsibility of the Client to provide civil works at their own expense. This includes, but is not limited to, items such as digging trenches, fitting of striker locks to doors, installing turnstiles on a concrete base, and providing a roof over the turnstiles.

7. Software Version, Upgrades, Updates and Software releases

- 7.1 Software updates will be made available to Client, as and when applicable, only where the annual license fees have been paid in full and the Client's account is in good standing.
- 7.2 It is the Client's responsibility to maintain operating systems, anti-virus and other software up to date and under license at the Client's expense.
- 7.3 Additional software such as SQL may require maintenance or updating from time to time. The responsibility and cost will be for the Client's account.
- 7.4 Updates are the responsibility of the Client and any time spent by the Company attending to updates and/or correcting updates attended to by the Client will be billable by the Company to the Client.
- 7.5 It is, unless otherwise agreed, assumed that all Software and/or Third-Party Software will be operated on Microsoft Windows operating systems. The Client should specifically confirm their operating system is compatible before accepting a Quotation. Cloud based solutions (Online Virtual Software) are not usually bound to operating systems, but rather browser requirements, however the Client should confirm any and all compatibility requirements prior to accepting any Quotation.
- 7.6 Mobile phone apps will be assumed compatible with Android and IOS. Any others should specifically be enquired about. Minimum specifications may apply for any of the apps per Operating system.

8. Third Party Software

- 8.1 The licences for all Third-Party Software (including online virtual software and/or other white-labelled software solutions) will be supplied with the Third-Party Software and those terms and conditions read together with these Standard Terms and Conditions shall govern the Client's use of that Third-Party Software and any claims which the Client might have arising out of or in connection with the Third-Party Software.
- 8.2 The terms and conditions applicable to the licensing of any Third-Party Software (including online virtual software and/or other white-labelled software solutions) shall apply in the event of any contradiction between those terms and conditions and the Company's Standard Terms and Conditions, however only to the extent of the contradiction.
- 8.3 It is a pre-requisite of use of Third-Party Software (including online virtual software and/or other white-labelled software solutions) that such licences are agreed to and complied with by the Client and where applicable signed and passed to the relevant licensor via the Company. The Client must abide by those license terms and conditions and take any claims up directly with the relevant licensor.

- 8.4 Save for the Company's obligations to supply, and, if agreed to, install such Third-Party Software, the Client acknowledges that the Company shall have no other liability in respect thereof and the Client indemnifies and holds harmless the Company against all and any claims which it, or any other 3rd party might have arising out of or in connection with the Third-Party Software, howsoever arising.
- 8.5 Third-Party Software is provided "as is" without any warranties and Client agrees to look solely and exclusively to the Third-Party Software licensor in respect of any claims which the Client might have arising out of or in connection with the Third-Party Software.
- 8.6 The Company will not provide support (including updates, upgrades or new releases) for Third-Party Software unless specifically agreed to in a separate support services schedule signed by the Company, or by prior agreement on an ad-hoc basis, in which case the Company shall be entitled to charge on a materials and time basis.
- 8.7 The Company may from time to time "white-label" Third-Party Software as its own, in which event such Third-Party Software shall, unless otherwise agreed, be governed exclusively by these terms and conditions.
- 8.8 In the event that the Client makes use of any Third-Party Software, whether white-labelled or otherwise, the Client irrevocably agrees that it may not hold the Company liable for any errors, faults, suspensions, and/or discontinuation of such Third-Party Software, howsoever arising.

9. Ownership and Risk

- 9.1 Ownership, including inter alia, right, title and interest, in and to the Software, Third-Party Software and Intellectual Property shall at all times remain with the Company (or the licensor as the case may be), and nothing contained herein shall serve to transfer ownership therein to the Client.
- 9.2 Ownership, including right, title and interest, in any Equipment supplied by the Company shall remain with the Company until such time as the Client has paid for it in full.
- 9.3 In the event that any Equipment is rented to the Client, and/or supplied for use free of charge to the Client, ownership thereof shall at all material times remain fully vested in the Company. To the extent that the Client has possession of Equipment which is not owned by it, the Client expressly assumes any and all liability for such Equipment including but not limited to, the replacement costs of such Equipment, the installation costs, the delivery costs and the removal costs.
- 9.4 If payment is not made in full, and/or the Client becomes insolvent or a liquidator and/or trustee is appointed before payment is made in full to the Company, the Company is irrevocably authorised to enter the Client's site(s) for the sole purpose of repossessing the Equipment still owned by the Company, and the Client shall have no further claims against the Company for such repossession including, but not limited to, claims of self-help, and/or trespassing.
- 9.5 Risk in and to the Software, Third-Party Software and Equipment shall pass to the Client on the date of delivery/collection, notwithstanding the fact that payment may not have been made in full, and/or notwithstanding the fact that same may be on a rental and/or free of charge basis.

10. Pricing, Quotes and Payments

- 10.1 Quotations are valid for 14 (Fourteen) days and will only become effective upon the due and proper acceptance thereof by the Client as evidenced by a signed Quotation and the below mentioned deposit payment having been properly received within this stipulated time frame.
- 10.2 Notwithstanding that a quotation may have been accepted by the Client, Quotations are nevertheless subject to change in the event that factors outside the direct control of the Company necessitate same, ie: changes in the foreign exchange rate, charges pertaining to delivery costs, etc.

- 10.3 Installations, collections and/or deliveries which are not completed within 14 (Fourteen) days due to hold ups and/or delays outside of the Company's control may attract additional costs such as storage fees and handling costs. Notwithstanding any delays, after 21 (Twenty-One) days, the stock will be delivered and such delivery billed to the Client and balance of Quotation will become immediately due, owing and payable.
- 10.4 Upon receiving and accepting a signed Quotation, the Company will, unless otherwise stipulated on the Quotation, issue the Client with a Pro-Forma invoice. It is agreed that Pro-Forma invoices will not be issued in respect of Bureau-Quotations. Upon receiving the Pro-Forma invoice the Client is required to pay a 60% (Sixty Percent) "deposit" (Subject to 10.2 and 10.3 above, pricing can only be held if payment is received within 7 (Seven) days of the date of the Pro-Forma Invoice), with the balance becoming due, owing and payable on installation/collection/delivery whichever occurs first, unless otherwise stated on the Quotation.
- 10.5 Notwithstanding the above, Bureau Quotes are billed 2 (Two) months in advance and payable before the project starts, and monthly payments are payable by the end of the billed month.
- 10.6 Rental and/or online virtual software is also billed 2 (Two) months in advance. The advanced billing is reviewed in the software increase month or per the company's discretion for major license changes
- 10.7 Where the order includes turnstiles, consumables (payslips, cards, etc), or installation of maglock, closer and network points or the site is more than 200km return from our office, a 100% payment is required opposed to the 60%, unless otherwise agreed to in writing by the Company.
- 10.8 Implementation costs are "best estimates based on info provided" and additional time or travel will be reconciled and billed for. The Company reserves its rights to charge the Client for any and all additional time spent on site.
- 10.9 Where site inductions or medicals are required, the cost of these, time taken and travel will be billable to the Client.
- 10.10 Where it is agreed, accommodation at a facility with a minimum of 3 stars within South Africa and 4 stars outside of South Africa and subsistence at a rate prescribed by the Company, will be payable by the Client.
- 10.11 The Company will levy a cash deposit fee for cash payments made by the Client.
- 10.12 The Company may charge an admin fee when attending to license changes.
- 10.13 The Company will charge an expedition fee where the Client has not settled a license fee within the given number of days before license expiry and the Client requires the Company to expedite license renewal upon full payment of such license cost and any other amounts due on the Clients account.
- 10.14 All final invoices are payable within 15 (Fifteen) days of the date thereof, free from deduction and/or set-off, and the Company reserves the right to charge interest at the Prime lending rate +2% on all overdue accounts.
- 10.15 The Company will charge, and the Client agrees to pay, a placement fee of 20% (Twenty Percent) of the employees annual cost-to-company which will be payable to the Company by the Client, in the event of any Company employee being employed by the Client, whether as a full-time employee, independent contractor or howsoever otherwise appointed, within 6 (Six) months of such employee leaving the employment of the Company.
- 10.16 The Company reserves the right to charge cancellation / handling fees where accepted quotations or services have been cancelled, and no refunds will be given.
- 10.17 All pricing excludes any applicable taxes, including but not limited to Value Added Tax, all of which shall be for the Clients sole account and the Company reserves its rights to vary its pricing as and when determined necessary by the Company and/or any of the Company's Third-Party Software suppliers, but at least annually on the 1st of January every year.
- 10.18 Quotations are calculated on the information provided by the Client at the time of preparation thereof and any variations, amendments and/or additions to the scope of work will need to be quoted on separately and may incur additional charges.



- 10.19 Quotations are also calculated on the assumption that the Client will adhere to its obligations in terms hereof, and in accordance with the agreed upon time frames, failing which additional invoices may be raised by the Company to accommodate therefor.
- 10.20 No indulgence which may be granted by the Company to the Client in terms of these Standard Terms and Conditions shall constitute a waiver of the Company's rights herein, all of which shall remain strictly enforceable at the sole discretion of the Company.

11. Intellectual Property Rights and Indemnity for Software

- 11.1 The Intellectual Property rights of whatever nature in and to the Software, Third-Party Software and Equipment together with all applicable documentation thereto, and in any modifications or changes thereto made are and shall always remain the property of the Company and/or its licensors as the case may be, and any and all rights in and to any other work prepared or carried out by the Company shall vest in the Company, on the creation thereof.
- 11.2 The Client shall notify the Company as soon as reasonably possible if it becomes aware of any unauthorised use of the whole or any part of the Software, Third-Party Software, Equipment or documentation pertaining thereto by any third party.
- 11.3 The Company indemnifies and holds the Client harmless against all and any claims that the Software, when used in accordance with these Standard Terms and Conditions, infringes the copyright of a third party in the Republic of South Africa.
- 11.4 Should the Software become the subject of a claim of infringement of copyright, the Company, at its sole discretion, may choose to either:
- 11.4.1 obtain the right of continued use of the Software if commercially practicable; or,
 - 11.4.2 replace or modify the Software to avoid the claim of infringement; the additional costs of any such replacement and/or modification being for the Clients account unless otherwise agreed, or,
 - 11.4.3 terminate the license for the Software .
- 11.5 This indemnity will not apply if any claim of infringement:
- 11.5.1 is made by a parent, subsidiary or affiliate of the Client;
 - 11.5.2 results from the Client's design or specification requirements which were then made to the Software; or,
 - 11.5.3 results from any modification, alteration or repair to the Software (including any attempt at same) made or commissioned by the Client.
- 11.6 This clause states the entire liability of the Company and the Client's sole and exclusive remedies for copyright infringement claims.

12. Support Services

- 12.1 All Support Services offered by the Company will be available during office hours (08h00-17h00) on Monday – Thursday, and Friday, 08h00-16h30 (excluding weekends and Public Holidays within the Republic of South Africa).
- 12.2 Software provided by the Company is subject to a support agreement with the Company. Support Services not covered by a paid up support agreement shall be billable, standard labour and travel rates will apply..12.3 All pricing excludes applicable taxes, including but not limited to Value Added Tax, and travel unless indicated. Pricing will be reviewed by the Company in January each year or as may be required from time to time in the discretion of the Company, and/or the Company's Third-Party Software suppliers.

- 12.4 Any and all warranties and/or guarantees, wheresoever situated, exclude liability for damages due to negligence, sabotage and natural causes such as floods, surge, lightning, etc. Under these circumstances all support, travel and replacements will be billable to the Client.
- 12.5 All services are conducted on a Cash on Delivery basis unless the Company's credit application has been completed by the Client and duly and approved by the Company.
- 12.6 Any support and/or other consultation services which fall outside of the scope of expertise of the Company shall be obtained from the relevant 3rd party specialist at the Clients additional expense.

13. Support and Maintenance Agreements

- 13.1 Agreement options: (To be quoted separately, accepted and settled to become effective)

13.1.1 Lite Support Agreement (00 - Lite)

- Limited to remote troubleshooting, queries and telephonic support (Specifically excludes configuration, changes and training)

13.1.2 Software Service Agreement (01- Standard)

- Full support service
- Billed quarterly or annually in advance.
- All online virtual (cloud) software automatically includes this level of support unless otherwise stated.

13.1.3 Priority Service Agreement (01- Priority)

- Addition of priority service
- 20% discount will be applied to support and travel charges where applicable
- Additional training sessions within reason
- Device uptime monitoring
- Preferred Consultant

13.1.4 Equipment Maintenance and Service (02)

- Repairs and maintenance of all Equipment per the accepted Quotation and listing
- One annual Equipment service included
- Loan units when available will be offered to Clients with valid & paid up maintenance agreements
- Billed quarterly or annually in advance

13.1.5 Complete Service (03)

- Includes options 01 Priority and 02
- 5 annual trips for support, maintenance and meetings within 75km return from the Company's office (additional mileage and travel expenses will be billable)
- Includes add on priority service

- 13.2 All terms of Support Service will be applicable under Support Agreements.
- 13.3 All options exclude:
- Travel (unless specified in the Quotation or in the option)
 - Consumables, batteries, mains electrical, networking cabling and switches
 - Training and functions normally expected of a system user
 - Loading Software / Equipment updates
 - Collecting or activating license files to the Software and/or Third-Party Software hosted at the Clients premises
 - Damage or losses due to natural causes and/or other factors outside the reasonable direct control of the Client.
- 13.4 Fees are payable upfront and services will be suspended if any fees on the Clients account are overdue. No refunds will be paid on any suspended accounts.
- 13.5 Support and maintenance Agreements will only become effective once the Company has received a signed acceptance from the Client, the Client has been billed and payment has been effected by the Client.
- 13.6 Only users trained by the Company will be entitled to support under the Support Services Agreement. Support hours may be capped if over utilised or rates and terms applicable thereto may be reviewed from time to time by the Company.
- 13.7 Notwithstanding the above, fees will be recalculated by the Company in January each year, or at such intervals as may be determined in the Company's sole discretion and adapted accordingly.
- 13.8 Where the Client has more than 10 (Ten) users, the first 10 (Ten) trained users will be entitled to support under the Support Services Agreement, unless stated otherwise. (Typically Support Services Agreements are applicable to payroll / HR users and not extended users).
- 13.9 Equipment details and serial numbers will be recorded at onset, maintenance applies to valid Equipment on record. Maintenance exchange units are typically of a "repaired" nature.
- 13.10 Only Equipment supplied by the Company will be covered for maintenance,
- 13.11 Variations to circumstances or license Equipment changes may trigger a recalculation of Support and maintenance Agreement costs and may be invoiced / credited accordingly on a pro rata basis as determined by the Company from time to time
- 13.12 Upon entering into a Support and maintenance Agreement, the invoicing will be done until the end of the current license period and kept in line with that license billing, or as may be otherwise determined by the Company from time to time.
- 13.13 Upon renewal of Support and maintenance Agreement (with renewal of Software license, or annual in January where no Software license exists), the Client may sign a new copy of the current Company Standard Terms and Conditions for the next renewal period, failing which the most current version of the Standard Terms and Conditions will always be applicable.
- 13.14 In the Jarrison Time Software there is an external database and additional per device fee which is waived if the Client accepts any agreement option. Should an agreement be cancelled, the aforementioned fee will be reinstated.
- 13.15 Any and all discounts which may be applicable in terms hereof are only applicable in circumstances where the Clients account is in good standing and up to date in terms of payment.

14. Liability

- 14.1 Under no circumstances whatsoever, including as a result of the Company's negligence, any acts or omissions of its employees, servants, agents, contractors or other persons for whom in law the Company may be liable, shall the Company or its employees or servants (in whose favour this constitutes a stipulatio alteri) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by the Client, its directors, employees, servants or agents, including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information and/or loss of contracts.
- 14.2 Notwithstanding any other provision of these Standard Terms and Conditions, in no event shall the Company be liable for any malfunction, non-performance or degradation of performance of the Software, Third-Party Software or Equipment; or personal injury or damage to property; if same results directly or indirectly from or is attributable to:
- 14.2.1 the Software, Third Party Software or Equipment being used or stored other than within the minimum Equipment, Software, environmental or configuration specifications laid down by the Company from time to time in the documentation or as advised by the Company;
 - 14.2.2 Software, Third Party Software or Equipment commissioned or used by persons who have not been appropriately and properly trained to commission or use same;
 - 14.2.3 the Software, Third-Party Software or Equipment having been modified, altered or repaired (including any attempt at same) by anyone other than the Company; or
 - 14.2.4 the Software, Third-Party Software or Equipment having been misused or abused.
 - 14.2.5 the Software, Third-Party Software or Equipment being unlawfully hacked by a 3rd party.
 - 14.2.6 the unlawful hacking into Clients hosted server by a 3rd party.
- 14.3 The Company specifically states that whilst all reasonable care is taken to exclude known viruses from the format or media on which the Software is supplied, no warranty is given that the Software, Third-Party Software or support connections are virus free. The responsibility remains with the Client to ensure that adequate protection is in place to safeguard itself and its own systems from any potential threats.
- 14.4 Whilst the Company will always apply best efforts based on its expertise to provide the Client with the correct solutions, products and support, the onus is on the Client to ensure that the solutions, products and support received is suitable for the environment, the Clients requirements and legislative requirements
- 14.5 The Company shall not be held liable for, inter alia, any costs, losses, damages or penalties, howsoever arising, including but not limited to, errors or omissions in the provision of any services, maintenance and/or training provided by the Company to the Client, it being understood and expressly agreed that the Client indemnifies the Company in respect thereof.

15. Protection of Personal Information consent

- 15.1 Applicable to all personal information as defined in the Protection of Personal Information Act, 4 of 2013 ("POPI").
- 15.2 By either Party submitting any personal information to the other, the disclosing Party unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to this agreement.
- 15.3 The Parties agrees and consent that its personal information may be processed by, or on behalf of either of the Parties for the purposes set out in the Agreement.

- 15.4 The Parties shall at all times comply with its obligations and procure that each of its Affiliates comply with their obligations under POPI.
- 15.5 The Parties shall ensure that any personal information that is processed by it in the course of performing its obligations under the Agreement is done in accordance with POPI.
- 15.6 Each Party shall not process, disclose, or use personal information except:
 - 15.6.1 to the extent necessary for the provision of Services and/or Products under the Agreement; or
 - 15.6.2 to fulfil their own obligations under the Agreement; or
 - 15.6.3 as otherwise expressly authorised by the other Party in writing.
- 15.7 Each Party shall not disclose any personal information to any Third Party without the other Party's prior written consent in each instance, other than to the extent required by any Regulator or Law.
- 15.8 In the event the other Party providing such consent necessary for the disclosure of personal information to a Third Party, each Party shall:
 - 15.8.1 make such disclosure in compliance with POPI; and
 - 15.8.2 enter into a written agreement with the applicable Third-Party recipient of such personal information that requires such Third Party to safeguard the personal information in a manner no less restrictive than each Party's obligations under these terms.
- 15.9 The Parties shall implement and maintain an effective security safeguards that includes, but is not limited to administrative, technical, and physical safeguards, and appropriate technical and organisational measures, in each case, adequate to insure the security and confidentiality of personal information, and to protect against any anticipated risks to the security or integrity of personal information, protect against unauthorized access to or use of personal information, protect personal information against unlawful processing or processing otherwise than in accordance with this agreement, and protect against accidental loss, destruction, damage, alteration or disclosure of personal information.
- 15.10 Without limiting the foregoing, such safeguards and measures shall be appropriate to protect against the harm that may result from unauthorised or unlawful processing, use or disclosure, or accidental loss, destruction, or damage to or of Personal Information and the nature of the personal information, and shall maintain all safeguard measures as is required by POPI.
- 15.11 Each Party shall not use, process, store, transfer or permit access to any personal information across the borders of South Africa, without the written consent of the other Party.
- 15.12 In the event of any actual, suspected, or alleged security breach, including, but not limited to, loss, damage, destruction, theft, unauthorized use, access to or disclosure of any personal information, each Party shall:
 - 15.12.1 notify the other Party as soon as practicable after becoming aware of such event;
 - 15.12.2 provide the other Party with all information regarding the breach in the Party's knowledge and possession to allow the Party to ascertain what has occurred and which personal information has been affected.
 - 15.12.3 promptly take whatever action is necessary, at each Party's own expense, to minimise the impact of such event and prevent such event from recurring.
- 15.13 The Client hereby consents to the Company sharing the personal information as provided for herein cross border. Should the Client's personal information be shared cross border, the personal information will not be subject to less protection than it enjoys in terms of South Africa's data privacy laws.

16. General

- 16.1. A failure by the Company to enforce at any time any provision of these Standard Terms and Conditions, shall not affect the Company's rights to later require complete performance by the Client, nor shall any waiver of a breach of a provision be taken or held to affect the Company's rights in the event of any subsequent or additional breach of the same or any other provision.
- 16.2. The Client shall neither assign the rights and obligations imposed by these Standard Terms and Conditions, nor part with any rights or obligations hereunder in any way whatsoever whether in

whole or in part without the prior written consent of the Company. The Company shall be entitled to sub-contract, sub-let or assign the whole or any part of these Standard Terms and Conditions provided that such shall not adversely affect the Client's rights hereunder.

- 16.3. Except as expressly provided herein, no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of the items supplied or any part thereof is given by the Company.
- 16.4. The Client indemnifies and holds the Company harmless against all and any claims, actions, liability, damage, damages, costs (including attorney and own Client costs) and expenses arising out of:
 - 16.4.1. any breach by the Client, its employees, servants or agents of any provision of these Standard Terms and Conditions;
 - 16.4.2. any claim made by any third party arising directly or indirectly out of or in connection with Client's use of the Software, Third-Party Software or Equipment; or,
 - 16.4.3. any claim made by the Client or any third party for the loss of any data from whatsoever cause, including the negligence of the Company, it being agreed that taking regular, proper, effective and adequate back-ups of all data is the sole responsibility of the Client and can be undertaken easily and regularly to be able to restore any such data so lost.
- 16.5. These Standard Terms and Conditions constitute the entire agreement between the Parties hereto and supersedes with effect from the Effective Date any other agreements (written or oral), which are of force between the Parties, save for any separate Credit Application Form, Rental Agreements, Bureau-Quotations and/or Support Services Agreement which may be concluded by the Parties from time to time.
- 16.6. No extension of time or waiver or relaxation of any of the provisions or terms hereof or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Standard Terms and Conditions, shall operate as an estoppel against any Party in respect of its rights hereunder, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance herewith.
- 16.7. To the extent permissible by law, no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein,
- 16.8. Any provision in these Standard Terms and Conditions which is or may become illegal, invalid or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance hereof, without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.
- 16.9. These Standard Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa
- 16.10. The Parties hereby submit to the exclusive jurisdiction of the High Court of the Republic of South Africa in respect of all and any matters, claims or disputes arising out of or in connection herewith.
- 16.11. The Parties warrant to each other that they have taken or caused to be taken all steps, actions and corporate proceedings necessary to cause these Standard Terms and Conditions to be binding on themselves. Either Party shall, if requested by the other Party, furnish to the latter sufficient evidence of the authority of the person or persons who shall, on behalf of the Party so requested, take any action or execute any documents required or permitted to be taken or executed by such person hereunder.
- 16.12. It is herein reiterated that whilst the Company may have backups of the Client databases, it is the responsibility of the Client to ensure adequate system backups are taken and verified for effectiveness. Neither the Company, nor its employees, agents, contractors, or directors will be held liable for lost or corrupt data for whatsoever reasons.
- 16.13. The Company shall not be held liable for, inter alia, any non-performance, non-delivery and/or late delivery resultant from factors outside of the Company's reasonable control including but not limited to, strikes, lock-outs, embargo's, sanctions, labour disputes whether at the Company or anywhere else which may affect the Company. riots, electrical outages, acts of God, floods, fires, earthquakes, incumbent weather, pandemics, government lockdowns and/or any other "Force



Major" type events.

- 16.14. The Company shall be entitled, but not obliged, in addition to any other remedies available to it in law, to terminate the rights and obligations flowing from these Standard Terms and Conditions in the event that the Client is in breach of any of its obligations in terms hereof and remains in breach notwithstanding notice thereof demanding rectification.