

These are the Software License Agreement Master Services Terms and Conditions, including the Schedules hereto (“**Terms and Conditions**”), and shall apply to the Software License Agreement V1.1 2024/10/31 (“**the Agreement**”) entered into between Itec SA (Pty) Ltd (“**Itec**”) and the Customer for the Equipment and/or Services as if specifically set out therein. The conclusion of further Service Orders shall create separate agreements relating to the Equipment and/or Services described therein. Should any Service Orders be terminated by any cause whatsoever and howsoever arising, it will not affect the validity of any other existing Service Orders. Both Parties will continue to fulfil their obligations in respect thereof, and the terms of these Terms and Conditions will remain in force in respect of such Service Order. These Terms and Conditions will be read in the Service Order. In the event of a conflict between the provisions of these Terms and Conditions, the provisions of any Schedule and/or the provisions of any Service Order, these Terms and Conditions shall prevail.

CONTENTS

1. GRANT OF LICENSE
2. LIMITATIONS OF LICENSE
3. INTELLECTUAL PROPERTY
4. CONSENT TO USE OF DATA
5. RISKS
6. THIRD-PARTY LINKS
7. ESCALATION
8. TERMINATION
9. PRODUCT DISCONTINUANCE
10. NO WARRANTY
11. LIMITATION OF LIABILITY
12. GOVERNING LAW
13. DATA PROTECTION
14. CUSTOMER PAYMENT OBLIGATIONS
15. GENERAL

SCHEDULE 1: SAAS SERVICE AND SUPPORT TERMS

TERMS AND CONDITIONS

1. GRANT OF LICENSE

- 1.1. Itec hereby grants to the Customer the right to install, use, access, display and run the software set out in the cover page hereof for a period of 6 (six) months from the date of the last signature on the cover page hereof and such right is limited to a non-transferable, non-exclusive, limited license to use the products on any computer and/or device that is owned or controlled by the Customer, for personal, non-commercial use, unless the Customer and Itec have agreed otherwise in writing, subject to the payment of the license fee set out in the cover page hereof. Itec reserves the right to terminate these Terms and Conditions immediately upon the Customer's misuse of the software.
- 1.2. The Customer hereby consents to any upgrades provided by Itec that replace and/or supplement the software. These Terms and Conditions will govern such upgrades unless the upgrade is accompanied by a separate license, in which case the license terms will govern.

2. LIMITATIONS OF LICENSE

- 2.1. The Customer may not rent, lease, lend, sell, redistribute, sublicense or exploit the software, including the software's text, graphics, video, audio, codes, user interface design or logos. The Customer may not copy (unless the Customer and Itec have agreed otherwise in writing), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the software, its updates or any part thereof, including the software's text, graphics, video, audio, codes, user interface design or logos.
- 2.2. Any attempt to do so is a violation of the rights of Itec. The Customer is prohibited from disclosing the results of any hardware or software benchmark tests without Itec's prior written consent or modifying, translating, adapting, arranging, error-correcting, making derivative works or otherwise making any other alteration to the software or any portions or aspects thereof, exploit, or use the software in a manner not expressly authorised under these Terms and Conditions.

3. INTELLECTUAL PROPERTY

- 3.1 All rights, title, ownership, and interest in and to the software, including any copyrights, patents, trade secrets, trademarks, and any other intellectual property rights, shall remain the sole and exclusive property of Itec and/or its third-party vendors, licensors, and affiliates. No intellectual property rights in the software are transferred, assigned, or otherwise granted to the Customer under these Terms and Conditions, except for the limited, non-exclusive, and non-transferable license explicitly outlined herein. The Customer acknowledges that these Terms and Conditions do not confer any ownership or proprietary rights to the software or any related materials provided to the Customer.
- 3.2 The Customer agrees not to challenge either Itec's or any third party's rights in or otherwise attempt to assert any rights in the software except those provided under these Terms and Conditions.
- 3.3 The Customer shall use the software solely for the licensed purposes as specified in these Terms and Conditions and agrees not to use, reproduce, modify, distribute, sublicense, or reverse-engineer the software in any manner inconsistent with the licensed purposes. The Customer agrees not to challenge Itec's or any third party's ownership, rights, or interests in the software and shall not attempt to claim or assert any intellectual property rights therein.
- 3.4 The Customer agrees to safeguard and protect the proprietary nature of the software and related intellectual property. Any unauthorised use, reproduction, or disclosure by the Customer beyond the scope of the licensed purposes shall constitute a material breach of this Agreement and may result in legal or equitable remedies, including but not limited to termination of this Agreement.

4. CONSENT TO USE OF DATA

- 4.1. The Customer hereby agrees that Itec may collect and use technical data and related information, including technical data about the Customer's computer and/or other devices, systems, software, and the like, that is gathered to facilitate the provision of updates, product support and other services related to these Terms and Conditions from time to time.
- 4.2 Itec shall process any personal information collected under these Terms and Conditions strictly for lawful purposes, which include:
 - 4.2.1 the performance of its contractual obligations under these Terms and Conditions;
 - 4.2.2 compliance with applicable legal obligations;
 - 4.2.3 legitimate business interests necessary for providing updates, product support, or other agreed services; and
 - 4.2.4 any purpose expressly authorised by the Customer in writing.
- 4.3 The Customer shall have the following rights concerning their personal information, as provided by POPIA:
 - 4.3.1 **Access:** The right to request access to their personal information held by Itec.
 - 4.3.2 **Correction:** The right to request corrections to any inaccurate, incomplete, or outdated personal information.
 - 4.3.3 **Deletion:** The right to request the deletion or destruction of personal information if it is no longer necessary for the purposes for which it was collected, subject to any legal or contractual retention obligations.
- 4.4 Itec shall provide a clear and accessible process for the Customer to exercise these rights, and such requests will be addressed within a reasonable time frame, as required by law.
- 4.5 In case of a data breach involving the Customer's personal information, Itec shall notify the Customer and the Information Regulator as required by POPIA within 72 hours of becoming aware of the breach. Such notification shall include sufficient details about the breach to enable the Customer to understand its nature and any potential impact, along with any recommended measures to mitigate harm.

5. RISKS

- 5.1. The Customer understands and agrees that the Customer's downloading and/or use of the software will expose the Customer to risks associated with the download and/or use of software that may not be compatible with the Customer's computer and/or device.
- 5.2. The Customer hereby agrees to accept such risks, including failure of or damage to hardware, software, communication lines or systems, and/or other computer equipment. Itec expressly disclaims any liability with respect to the foregoing, and the Customer agrees to fully indemnify, defend and hold Itec harmless from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

6. THIRD-PARTY LINKS

- 6.1. Certain software may display, include or make available material from or links to third parties' websites. Itec is not responsible for the contents or operation of any third-party websites and the links, changes or updates to.
- 6.2. Inclusions of any of these materials or links in the software does not imply an endorsement of or association with the third parties' websites by Itec.

7. ESCALATION

- 7.1. The monthly subscription set out in the Schedule may be varied from time to time by Itec in accordance with Itec's current pricing schedules, which rate will be maintained at market-related levels.

8. TERMINATION

- 8.1. The license granted to the Customer under these Terms and Conditions may be terminated by Itec at any time without notice, with or without cause. Itec reserves the right to terminate the Customer's rights under this license without notice from Itec if the Customer fails to comply with any of the terms of these Terms and Conditions.
- 8.2. Upon termination of the license, the Customer shall cease all use of the software and destroy all copies, full or partial, of the software. Certain software is supplied by third parties with whom Itec has entered into an agreement. In the event such agreement is terminated, Itec may stop providing the Customer with such software immediately and without notice. Neither Itec nor any third-party supplier with whom Itec has entered into an agreement shall have any liability to the Customer in connection with such termination.
- 8.3. Certain software is supplied by third parties with whom Itec has agreed. In the event such an agreement is terminated, Itec may stop providing you with such software immediately and without notice. Neither Itec nor any third-party supplier with whom Itec has entered into an agreement shall have any liability to the Customer in connection with such termination. Indirect and/or consequential damages that the Customer may suffer by virtue of any acts and/or omissions of Itec and/or its representatives (except for gross negligence) are expressly excluded from liability. Furthermore, in the event that the goods contain data storage devices, Itec will bear no liability for any loss of and/or damage to data stored and/or intended to be stored thereon or thereby.

9. PRODUCT DISCONTINUANCE

- 9.1. Itec reserves the right to discontinue any software component at any time, whether or not it is offered as a standalone product or a software component.
- 9.2. However, Itec is obligated to provide support in accordance with the terms set forth in these Terms and Conditions for all such discontinued products or components for a period of 1 (one) year after the date of discontinuance.

10. NO WARRANTY

- 10.1. The Customer acknowledges and agrees that the use of the software is at the Customer's sole risk. Itec does not make any express or implied warranties about the software of any kind, including implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, or non-infringement of third-party rights. The software is made available to the Customer "as is" and "as available".
- 10.2. Itec and its third-party content providers, third-party vendors, licensors, and affiliates do not make any express or implied warranties regarding the accuracy or timeliness of the software or any information provided to the Customer in the software against any interference with the Customer's enjoyment of the software; that the functions contained in, or services performed or provided by, the software will meet the Customer's requirements; that the operation of the software or services will be uninterrupted or error-free; or that defects or inaccuracies in the software or services will be corrected.
- 10.3. No oral or written information or advice given by Itec or its authorised representative shall create a warranty.

11. LIMITATION OF LIABILITY

- 11.1. To the extent permissible by law, in no event shall Itec or any third-party vendors, licensors and affiliates be liable for personal injury or incident or any incidental, special, indirect or consequential damages whatsoever, including damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to the Customer's use or inability to use the software, however, caused.
- 11.2. Furthermore, Itec or any third-party vendors, licensors and affiliates shall not be liable for failure or delay in performance of the software if caused by any event beyond their reasonable control, including failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (flood, earthquake, cloud cover), fire, war, insurrection, terrorist act, riot, labour unrest, accident, emergency or action of government. Use of any third-party software will be governed by the applicable license agreement, if any, with such third party, and Itec will not be responsible for such software.
- 11.3. Notwithstanding the aforementioned, should Itec be held liable to the Customer, the Customer agrees that Itec's liability to the Customer for any and all damages shall not exceed the amount of the license fee paid by the Customer for the software.

12. GOVERNING LAW

- 12.1. All matters arising from or in connection with these Terms and Conditions, its validity, existence or termination shall be determined in accordance with the laws of South Africa.

13. DATA PROTECTION

13.1. INTERPRETATION

- 13.1.1. **"Data Protection Legislation"** means any and all laws relating to the protection of data or Personal Information relevant to a Party, including POPI, the GDPR (to the extent applicable), and the protection of Personal Information principles agreed to in these Terms and Conditions;
- 13.1.2. **"GDPR"** means the General Data Protection Regulation 2016/679, as amended from time to time;
- 13.1.3. **"Personal Information"** shall have the meaning ascribed thereto in applicable Data Protection Legislation;
- 13.1.4. **"POPI"** means the Protection of Personal Information 4 of 2013; and
- 13.1.5. **"Process"** shall have the meaning ascribed thereto in applicable Data Protection Legislation.

13.2. PROCESSING OF PERSONAL INFORMATION

- 13.2.1. Each Party warrants to and in favour of the other that it shall at all times during the term of these Terms and Conditions comply with Data Protection Legislation.
- 13.2.2. The Customer acknowledges that Itec may be required to Process the Personal Information of the Customer and other relevant data subjects (including the Customer's customers) ("Customer Personal Information") in connection with and for the purposes of providing its Services to the Customer and for fulfilling its obligations in terms of these Terms and Conditions.
- 13.2.3. Itec shall —
- 13.2.3.1. only Process the Customer Personal Information for the purpose(s) connected with the provision of the Services and to the extent strictly necessary to provide the Services, except to the extent specifically requested to do otherwise by the Customer in writing or required by Data Protection Legislation or other applicable laws;
- 13.2.3.2. comply with all reasonable, lawful directions and instructions which the Customer may give regarding the Processing of the Customer's Personal Information;
- 13.2.3.3. only Process the Customer's Personal Information strictly in compliance with Data Protection Legislation and ITEC's privacy policy (available on the Itec website or by request); and
- 13.2.3.4. secure the integrity and confidentiality of the Customer's Personal Information in its possession or under its control by taking appropriate, reasonable technical and unauthorised measures to prevent —
- 13.2.3.5.1. loss of, damage to, or unauthorised destruction of the Customer Personal Information; and/or
- 13.2.3.5.2. unlawful access to or unlawful Processing of the Customer's Personal Information.
- 13.2.4. Where the Customer provides Itec with Personal Information relating to a third-party data subject (including but not limited to the Customer's staff, suppliers, customers, directors, shareholders, and affiliates), the Customer warrants that it has obtained all necessary approvals and/or consents, as applicable, from such third-party data subjects and to the extent required by applicable law, for the Customer to share such Personal Information with Itec (unless otherwise unauthorised to share their Personal Information in terms of another lawful basis).
- 13.2.5. The Customer shall be liable to Itec for its failure to comply with any of its obligations under clause 12.2.4 and shall indemnify Itec against all claims, damages, costs, or administrative fines arising therefrom, except to the extent caused by Itec's breach of its obligations. The indemnification provisions in this clause 12.2.5 are in addition to, and do not in any way derogate from, any statutory or common law remedy Itec may have for breach of these Terms and Conditions, including breach of any representation or warranty.

14. CUSTOMER PAYMENT OBLIGATIONS

- 14.1. The Customer agrees to:
- 14.1.1. To pay to Itec each month, per debit order, within 30 (thirty) days from the date of statement, all amounts due to Itec in terms of these Terms and Conditions, without delay, deduction or set-off, including (but not restricted to) the monthly service Charges and Itec Secure Charges due for each month calculated in terms of the Schedule, failing which Itec will have the right, summarily and without notice, to suspend the supply of service, consumables and/or parts to the Customer until all outstanding amounts due to Itec are paid (without prejudice to any of Itec's other rights and/or remedies). Your signature to these Terms and Conditions gives us authority to draw against your bank account, wherever it may be, the amounts due to us in terms of these Terms and Conditions. Itec will be entitled to charge interest on any overdue amount at prime plus 6% (six per cent).
- 14.1.2. Should the Customer elect not to sign the debit order confirmation, the Customer and/or a director of the Customer will be obliged to sign a personal guarantee and/or surety.
- 14.1.3. Pay Itec any bank charges or other fees that Itec may have incurred if a debit order is returned and left unpaid.
- 14.1.4. The charges as per the said schedule are varied from time to time by Itec in accordance with Itec's current pricing schedules, the rate of which will be maintained at market-related levels.

15. GENERAL

- 15.1 These Terms and Conditions constitute the sole and entire agreement between the parties concerning the subject matter hereof. Itec has made no representations or warranties to the Customer except as expressly set out in these Terms and Conditions. Any amendment, variation, or waiver of any provision of these Terms and Conditions shall only be valid and binding if reduced to writing and signed by the party.
- 15.2 No Party shall be bound by any representation, warranty, promise, or agreement not recorded in these Terms and Conditions. These Terms and Conditions supersede all prior agreements or understandings relating to its subject matter.
- 15.3 No addition to, variation, consensual cancellation, or novation of these Terms and Conditions shall be effective unless reduced to writing and signed by both parties. No waiver of any right arising from these Terms and Conditions shall be effective unless expressly made in writing and signed by the parties.

- 15.4 If any provision of these Terms and Conditions is found to be illegal, invalid, or unenforceable for any reason, that provision shall be deemed pro non scripto, and the remaining provisions shall remain in full force and effect.
- 15.5 Any latitude, extension of time, or indulgence granted by one Party to another shall not constitute a waiver of any rights under these Terms and Conditions nor prevent that Party from enforcing its rights in the future.
- 15.6 In the event of a breach of these Terms and Conditions by the Customer, the Customer shall be liable for all costs incurred by Itec in enforcing its rights, including attorney and own client costs and, where applicable, collection commission at the applicable tariff.
- 15.7 Each Party shall bear its own fees and costs of and incidental to the negotiation, drafting, and execution of these Terms and Conditions unless otherwise agreed in writing.
- 15.8 These Terms and Conditions may be executed in counterparts, each of which shall be deemed an original, and together, they shall constitute one and the same document. A scanned or electronically transmitted copy of a signed counterpart shall be conclusive evidence of the original signature.
- 15.9 These Terms and Conditions do not create a partnership, joint venture, employment, or agency relationship between the parties. Neither Party shall be liable for the debts or obligations of the other.
- 15.10 The parties consent to the Magistrates' Court's jurisdiction in Section 45 of the Magistrates' Courts Act 32 of 1944 for any proceedings arising from or in connection with these Terms and Conditions. However, either Party may choose to institute proceedings in a division of the High Court of South Africa with appropriate jurisdiction, where costs shall be determined in accordance with High Court tariffs.
- 15.11 The provisions of these Terms and Conditions shall be binding upon and inure to the benefit of the successors-in-title and permitted assigns of the parties.
- 15.12 A certificate signed by any director or manager of Itec or its cessionary, whose designation need not be proven, as to:
 - 15.12.1. The balance of any account or amount owing by the Customer to Itec or vice versa and/or
 - 15.12.2 Any damages or other amounts due in terms of these Terms and Conditions shall constitute *prima facie* proof of the contents and correctness thereof and shall be valid as a liquid document for purposes of obtaining judgment.
- 15.12 No remedy provided for in these Terms and Conditions is exclusive of any other remedy available at law, by statute, or otherwise. Each remedy shall be cumulative and in addition to every other remedy.
- 15.13. Each Party warrants that it shall comply at all times with applicable data protection laws and regulations in force from time to time.
- 15.14 All costs, charges, and expenses incurred by a Party in enforcing its rights under these Terms and Conditions, including legal costs on an attorney-and-own-client scale and collection commission where applicable, shall be recoverable from the defaulting Party and payable on demand.

THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND UNDERSTANDS THAT BY INSTALLING THE SOFTWARE, LOADING OR RUNNING THE SOFTWARE, OR PLACING OR COPYING THE SOFTWARE ONTO THE CUSTOMER'S COMPUTER AND/OR DEVICE, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

SCHEDULE 1 – SAAS SERVICE AND SUPPORT TERMS

This Schedule 1, in conjunction with and subject to the Software License Agreement Master Services Terms and Conditions Version 1.1 (“**Terms and Conditions**”) – DATED: 2024/10/31, published at <http://itecgroup.co.za/>, sets out the SaaS service and support included in these Terms and Conditions.

1. DEFINITIONS

- 1.1. “**Business Hours**” - any reference to ‘days’, ‘months’ or ‘years’ shall be construed as calendar days, months or years unless qualified by the word ‘business’, in which instance a “business day” shall be any day other than a Saturday, Sunday or public holiday in South Africa. Any “business hours” reference shall be construed as the hours between 08h00 and 17h00 on any business day from Mondays to Thursdays and 08h00 to 17h00 on Fridays. Any reference to time shall be based upon South African Standard Time.

2. SAAS SERVICE TERM

- 2.1. The duration of the SaaS Service shall be as per the Effective Date and Initial Term completed on the Terms and Conditions.
- 2.2. This Schedule 1 shall automatically renew on a month-to-month basis upon the lapse of the Initial Term unless either Party terminates the Terms and Conditions upon 30 (thirty) days written notice to the other Party immediately prior to the lapse of the Initial Term.

3. SCOPE OF SAAS SERVICES

- 3.1. The SaaS Services to be provided by Itec and/or its Supplier to the Customer in terms of this Schedule 1 shall include the following:
- 3.1.1. Lytehouse – CCTV Analytics and Data Insights Software (SaaS)
- 3.1.2. Timetec – Visitor Management Software

4. SCOPE OF SUPPORT SERVICES

- 4.1. Maintenance is classified as Itec and/or its Supplier being available on a call basis for support during Working Hours via telephone, email, or remote connection or, if needs be, to respond to the Customer Site. The SaaS Service will ensure that a competent and skilled person responds within 8 (eight) Working Hours of the call being logged.
- 4.2. If Itec and/or its Supplier is not able to resolve the problem remotely, a consultant will be on the Customer Site within 2 (two) Working Days.
- 4.3. This Schedule makes provision for the following:

APPLICATION SOFTWARE REMOTE SUPPORT

Priority	Definition	Response Times	Resolution Times	Service Support Times
1	Emergency Mission Critical Incident. The core Business Processes cannot continue, thus leading to a severe business impact	0-4hrs	0-12hrs	Standard Business Hours
2	Medium These are incidents where business processes are seriously hindered, but workaround measures are in place to ensure business continuity	0-8hrs	0-24hrs	Standard Business Hours
3	Low These are described as cosmetic incidents. These are not critical for resolution nor have any impact on the business process	0-24hrs	0-48hrs	Standard Business Hours

APPLICATION SOFTWARE ON-SITE SUPPORT

Priority	Definition	Response Times	Resolution Times	Service Support Times
1	Emergency Mission Critical Incident. The core Business Processes cannot continue, thus leading to a severe business impact	0-8hrs	0-24hrs	Standard Business Hours
2	Medium/Low These are incidents where business processes are seriously hindered, but workaround measures are in place to ensure business continuity	0-24hrs	0-48hrs	Standard Business Hours

- 4.4. A standby fee at Itec’s then-prescribed rates per hour will be charged should the Customer require Itec and/or its Supplier to be available after hours from Monday to Friday, as well as over a weekend or on a public holiday. Should on-site Support Services be required after hours or on weekends or public holidays, such services will be charged at a per-hour rate, excluding travel costs, which are payable in accordance with the Itec and/or its Supplier call-out job card rates. The Customer will be required to notify Itec at least 3 (three) Working Days before such standby services are required.

5. STANDARD SUPPORT SERVICES

- 5.1. Itec and its Supplier will on reasonable notice during the Service Coverage Period;
- 5.2. Provide diagnostic technical assistance to resolve standard functional problems and user problems either at the Customer Site or Remotely, as determined by Itec and/or its Supplier;
- 5.3. Supply Standard Application Software version upgrades and enhancements.

6. STANDARD SUPPORT SERVICE EXCLUSIONS

- 6.1. Any Support Service beyond that described in clause 5 above.
- 6.2. Any reprogramming, changes or enhancements to configurations, parameters or set-up requested by the Customer;
- 6.3. Any reprogramming, changes or enhancements resulting from changes to the network or environment of the Customer.

7. CUSTOM SOFTWARE SERVICE

- 7.1. Itec and/or its Supplier will:
 - 7.1.1. Provide diagnostic technical assistance to resolve custom software functional problems and user problems either at the Customer Site or telephonically or remotely, as determined by Itec and/or its Supplier;

8. CUSTOM SOFTWARE SERVICE EXCLUSIONS

- 8.1. Any custom software service beyond that described in clause 7 above;
- 8.2. Any reprogramming, changes or enhancements to configurations, parameters or set-ups requested by the Customer;
- 8.3. Any reprogramming, changes or enhancements which are the direct result of changes to the network or environment of the Customer;
- 8.4. Any updates or changes required to custom software to ensure it continues operating after upgrading the standard software.
- 8.5. Any Documentation provided to the Customer relating to the custom software is confidential and the proprietary information of Itec and/or its Supplier and shall not be transferred, replaced or disclosed to any third party without the prior written consent of Itec and/or its Supplier.

9. APPLICATION SOFTWARE LICENSE AND REPLACEMENT OF EXISTING SOFTWARE

- 9.1. Regal hereby grants to the Customer, which Customer accepts, a non-exclusive, non-transferable perpetual license to use the Application Software and its accompanying documentation ("Documentation") for its internal purposes only and subject to the other terms and conditions of this Schedule 1.
- 9.2. In the event that any OEM supplies updates, corrections, modifications, new versions, or new Releases of the Application Software (collectively referred to as "Updates"), such Updates shall form part of the Application Software and the provisions of this Schedule 1 shall apply to such Updates and to the Application Software as modified thereby.
- 9.3. The Customer recognises and agrees that the License to use the OEM Application Software is limited, based upon the amount of the license Subscription Fees the Customer pays. Limitations may include the number of channels, simultaneous users, and software product modules. The Customer agrees to a) use the Application Software only for the number of channels and simultaneous users, b) use the product modules and/or features permitted by the applicable license Subscription Fee, and c) use the Application Software only in support of the Customer's own business.
- 9.4. The Customer may use the computer programs included in the Application Software (the "Programs") in object code form only and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code.
- 9.5. The Customer may copy the Programs only as reasonably necessary to load and execute the Programs and for backup purposes only. All copies of the Programs or any part thereof, whether in printed or machine-readable form and whether on storage media or otherwise, are subject to all the terms of this Schedule 1 and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.
- 9.6. The Customer may not sell, assign, convey, or otherwise transfer the Application Software to any third party without the prior written consent of Regal.
- 9.7. Except as provided above, the Application Software, including Documentation, is provided "as is," and no warranty of merchantability or fitness for a particular purpose is made by or authorised to be made on behalf of Regal. The Customer assumes the risk of the results of the performance of the Application Software or of failure of the Application Software to perform.

10. RESPONSIBILITIES

- 10.1. Itec and/or its Suppliers agrees and undertakes to:
 - 10.1.1. provide the SaaS Services described in this Schedule 1 to the Customer in respect of the Application Software in accordance with the terms and conditions contained herein;
 - 10.1.2. perform break-fix services as detailed in this Schedule 1 at such times as the Parties may agree;
 - 10.1.3. at all times act in the best interests of the Customer in rendering the SaaS Services;
 - 10.1.4. not at any time knowingly perform any act or do anything which may have an adverse impact on the business of the Customer;
 - 10.1.5. ensure to the best of its ability and take all reasonable steps that all of Itec and/or its Supplier's Personnel comply with the provisions of this Schedule 1 and the Terms and Conditions;
 - 10.1.6. abide by such access control, security and safety procedures and policies of the Customer from time to time as advised to Itec and/or its Supplier by the Customer, for the purposes of Itec and/or its Supplier performing its obligations in terms of this Schedule 1.
 - 10.1.7. If, in Itec and/or its Supplier's opinion, the provision of any of the SaaS Services will constitute a breach of any license or infringement of any copyright or similar right held by any person in respect of any of the Customer's computer systems and/or the Customer's computer software, Itec and/or its Supplier shall notify the Customer immediately and shall not be obliged to render any such SaaS Services.
- 10.2. The Customer agrees and undertakes to:
 - 10.2.1. inform Itec and/or its Supplier of any faults in the Application Software forthwith upon discovery of such faults by

- 10.2.2. logging a call with Itec in accordance with the procedures set out in clause 1.13 and clause 1.14 below;
- 10.2.2. make available to Itec and/or its Supplier representatives, upon their arrival at the Customer Site, such facilities and necessary access as may be necessary to enable Itec and/or its Supplier to render the SaaS Services;
- 10.2.3. not to allow any person other than a representative/Personnel of Itec and/or its Supplier or the OEM to render any SaaS Services with respect to the Application Software;
- 10.2.4. where Itec's Supplier, as the distributor of the Application Software, directs the Customer to carry out any diagnostic or test routines on the Application Software, to do so solely in the manner requested by Itec and/or its Supplier.

11. LICENSE BREAKDOWN & FEES PAYABLE

- 11.1. The Subscription Fees payable by the Customer to Itec in consideration for the provision of the SaaS Services shall be in accordance with Itec's then-prescribed pricing and may be varied from time to time, which rate will be maintained at market-related levels.
- 11.2. In addition to clause 11.1 above, the Customer shall pay for any additional services (out-of-scope services) in terms of this Schedule 1 according to Itec's then-prescribed call-out and travel Charges.
- 11.3. Pricing excludes all withholding tax, government duties, levies, and tariffs.
- 11.4. Pricing excludes any statutory increases which may be levied.
- 11.5. Pricing will be subject to an annual increase on the anniversary of the Effective Date and on the anniversary of each year thereafter.
- 11.6. All prices exclude VAT.

12. ADDITIONAL EXCLUDED SERVICES

- 12.1. Itec and/or its Supplier shall not be obliged to provide the following excluded services, and same shall fall outside of the scope of the SaaS Services and/or Support Services to be provided by Itec and or its Supplier in terms of this Schedule 1:
 - 12.1.1. Where applicable, SaaS Services do not include maintenance and support required due to accidents, natural disasters, lightning, fire, water, smoke damage, abuse, malicious damage, acts of war, riots, strikes, improper use, site conditions that do not conform to Itec and/or its Suppliers specifications, work performed or modifications made by non-Itec and/or its Supplier Personnel nor any electrical work, reticulation or repairs to the equipment surrounding the Application Software or on which the Application Software is installed.
- 12.2. Any cause external to the Customer's equipment, Application Software or custom software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any Act of God.
- 12.3. The Customer's failure to continually provide a suitable installation environment, including, but not limited to, adequate electrical power.
- 12.4. The Customer's improper use, relocation, refinishing, management or supervision of the Customer's equipment, Application Software, custom software or other failure to use the Customer's equipment, Application Software or custom software in accordance with Itec and/or its Supplier specifications.
- 12.5. The Customer's repair, attempted repair or modification of its equipment, Application Software, and/or custom software without prior written authorisation from Itec and/or its Supplier.
- 12.6. The Customer's use of its equipment, Application Software, or custom software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Itec and/or its Supplier.
- 12.7. The Customer's computer, network or server malfunction.