

These are the Itec SA - My Safe Space - Vumacam Agreement in partnership with Vumacam General Terms of Service and Support and Maintenance V1 2024/11/20, including the Annexures hereto and shall apply to the Itec SA – My Safe Space Vumacam Agreement/Order v1 2024/11/20 entered into between Itec SA in partnership with Vumacam and the Customer for the Equipment and/or Services as if expressly set out therein. The conclusion of further orders shall create separate agreements relating to the Equipment and/or Services described therein. Should any orders be terminated by any cause whatsoever and howsoever arising, it will not affect the validity of any other existing order. Both Parties will continue to fulfil their obligations in respect thereof, and the terms of these General Terms of Service and Support and Maintenance, including the Annexures hereto, will remain in force in respect of such order. These General Terms of Service and Support and Maintenance, including the Annexures hereto, will be read with the Itec SA My Safe Space Vumacam Agreement. In the event of a conflict between the provisions of these General Terms of Service and Support and Maintenance, the provisions of any Annexures and/or the provisions of any Itec SA My Safe Space Vumacam Agreement, these General Terms of Service and Support and Maintenance shall prevail.

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TERMS AND CONDITIONS

1. INTRODUCTION

The Customer wishes to retain Itec and its partner Vumacam to provide various support and maintenance services to the Customer for their CCTV network. Specifically, the Customer may require offsite storage and/or video processing of data, which the Customer will obtain through the CCTV network installed on and monitoring the Customer's private property. This agreement contains the commercial terms between Itec and its partner Vumacam and the Customer relating to the provision of the system and the services by Itec and its partner Vumacam to the Customer.

2. DEFINITIONS

2.1. In this agreement:

- 2.1.1. **"affiliate"** means any other person that directly or indirectly controls, or is controlled by, or is under common control with, a party, in each case from time to time;
- 2.1.2. **"agreement"** means the agreement between Itec and its partner Vumacam and the Customer, consisting of this agreement, including the terms of service and any orders the parties enter into;
- 2.1.3. **"business day"** means any day other than a Saturday, Sunday, or holiday (including a public or bank holiday) in the jurisdiction where we are organised;
- 2.1.4. **"business hours"** means our normal business hours of 08:00 to 17:00 on business days
- 2.1.5. **"CCTV"** means closed-circuit television;
- 2.1.6. **"claim"** means any claim, action, demand, proceeding, litigation, audit, citation, summons, subpoena or investigation of any nature (whether civil, criminal, administrative, regulatory or otherwise) which may be instituted, made, threatened, established or alleged against or otherwise involving a party;
- 2.1.7. **"data"** means any data or information that the Customer generates and which we process and provide to the Customer in providing the system, but excludes any derived data that we create for our own purposes or which is proprietary or confidential to our third-party contractors or us;
- 2.1.8. **"day"** means a day counted from midnight to midnight, including all days of the month, Saturdays, Sundays, and public holidays;
- 2.1.9. **"effective date"** is the date on which the agreement becomes binding on the parties, being either the date set out in clause 4.2 below or, failing the inclusion of any date, the date upon which the Customer accepted and utilised the services in terms of this agreement;
- 2.1.10. **"maintenance"** means scheduled maintenance provided by us to the software to ensure that it conforms to the functional and technical requirements of the software;
- 2.1.11. **"operator"** means, where applicable and/or relevant, Itec and its partner Vumacam as specified on the cover page of this agreement, being the person that:
 - 2.1.11.1. processes personal information on behalf of the responsible party in terms of a contract or mandate without being under their direct control and
 - 2.1.11.2. enters into this agreement with the responsible party;
 - 2.1.11.3. and those related to it;
- 2.1.12. **"order"** is a separate document or form, specifically a VMaaS or SaaS order form attached hereto, that contains the commercial terms of each specific transaction and shall be deemed to incorporate the terms and conditions contained in this agreement;
- 2.1.13. **"personnel"** means any representative, including any director, employee, agent, affiliate, consultant, or contractor;
- 2.1.14. **"personal information"** means any information about a living human being or an existing company, close corporation, or other juristic person, provided that the human being or juristic person is capable of being identified;
- 2.1.15. **"POPI"** means the Protection of Personal Information Act, No. 4 of 2013, as amended;
- 2.1.16. **"processing"** means doing anything with personal information, including gathering it, disclosing it, or combining it with other information;
- 2.1.17. **"Private Security Act"** means the Private Security Industry Regulation Act, No. 56 of 2001, as amended;
- 2.1.18. **"PSIRA"** means the Private Security Industry Regulatory Authority established in terms of section 2(1) of the Private Security Act;
- 2.1.19. **"reasonable practice"** or **"reasonable standards"** means the reasonable practices or standards within the industry taking into consideration all applicable factors, including but not limited to any lack of binding legislation, regulations or common law, and the novelty of the services being provided in term of this agreement;
- 2.1.20. **"related and related persons"** means natural and juristic persons who are connected to one another in the manner contemplated in the South African Companies Act 2008, where the context allows;
- 2.1.21. **"responsible party"**, as specified on the cover page of this agreement, means the person who determines the purpose ('why') and means ('how') of processing the personal information alone or in conjunction with others;
- 2.1.22. **"SaaS"** means Software as a Service, and where applicable, will require that the Customer conclude a separate agreement for specific software packages based on specific software/artificial intelligence services which the Customer may wish to utilise on the CCTV network beyond the services provided in terms of this agreement;
- 2.1.23. **"services"** means, for this agreement, the provision of the VMaaS system and the support and maintenance services described in any order, as well as any software services which the Customer may request from time to time;
- 2.1.24. **"service fees"** are as described and agreed in any order;
- 2.1.25. **"sign"** means the handwritten signature or an electronic signature that the parties agree to use of each of the party's duly authorised representatives
- 2.1.26. **"support"** means unscheduled, ad hoc remedial support provided by us to address a problem;
- 2.1.27. **"system"** means our integrated video management, storage and retrieval system, and all associated artificial intelligence and monitoring software, which we will provide access to in terms of and on the conditions contained in this agreement;
- 2.1.28. **"tax"** means any:
 - 2.1.28.1. tax (including value-added tax, income taxes, pay-as-the Customer-earn tax or other taxes levied in any jurisdiction);
 - 2.1.28.2. duty;
 - 2.1.28.3. tariff, rate, levy, or
 - 2.1.28.4. any other governmental charge or expense payable;
- 2.1.29. **"Vumacam"** means Vumacam (Pty) Ltd with registration number 2016/299659/07 and its address at 23 Melrose Boulevard,

Birnam.

- 2.1.30. **"VMaaS"** means Video Management as a Service providing secure access to CCTV surveillance footage in private spaces in an agreed designated area, enabling live video coverage and access to archived video logs originating from within the designated area via a video management system (VMS) over the public internet;
- 2.1.31. **"we, us, or our"** means Itec and its partner VumaCam, the service provider;
- 2.1.32. **"writing"** means the reproduction of information or data in physical form or any mode of reproducing information or data in electronic form that the parties agree to use, but excludes information or data in the form of email; and
- 2.1.33. **"the Customer, or the Customer,"** means the Customer who signs up to use Itec and its partner Vumacam services.

3. INTERPRETATION

The following rules apply to the interpretation of the agreement:

- 3.1. reference headings – clause and subclause headings are for reference only and do not affect interpretation;
- 3.2. non-exhaustive lists – whenever a clause lists specific examples or items following a listing word, such as 'including', 'includes', 'excluding', or 'excludes', they will not limit its scope;
- 3.3. undefined words or phrases – all words or phrases that the agreement does not define have their ordinary English meaning;
- 3.4. references to enactments – references to any enactment include it as re-enacted, amended, or extended;
- 3.5. references to people – references to a person include a natural and juristic person;
- 3.6. references to parties – references to a party include their successors or permitted assigns;
- 3.7. number of days – when any number of days is prescribed, the first day will be excluded and the last day included;
- 3.8. no interpretation against the draftsman – the rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply; and time calculations – the parties will use GMT +2 to calculate any times

4. DURATION

- 4.1. **Commencement** - These terms are binding whenever the Customer accepts them by:
 - 4.1.1. doing so explicitly – such as by checking a checkbox saying that the Customer does or agreeing to an order that incorporates them by reference;
 - 4.1.2. accepting or activating, accessing or using the system; or
 - 4.1.3. exercising any rights granted to the Customer under the agreement, and
 - 4.1.4. continue until terminated.
- 4.2. **Term:**
 - 4.2.1. This agreement will remain in effect while there is a valid order in place as added in annexures to this agreement and accepted in writing between the two parties unless otherwise terminated in accordance with clause 32 below. The duration of any order is set out explicitly in each order form, as set out in Annexure A.

5. APPLICATION

- 5.1. This agreement applies to all our (as operator) processing of personal information on the Customer's (as responsible party) behalf in relation to the services set out in this agreement and any order, as well as the parties' use of the personal information collected, where applicable.
- 5.2. It does not apply to any of our:
- 5.3. processing on the Customer's behalf in terms of any other activity not set out in this agreement;
- 5.4. our processing for any third party or for its purposes; or
- 5.5. any other processing.

6. ORDERS

Separate agreements - Each order is a separate agreement, governed by the terms and conditions of this agreement, but the Customer is deemed to have breached all of them if the Customer breaches one of them.

7. ACCEPTABLE USE OF DATA

- 7.1. **Grant of use** – The Customer accepts and agrees that, as The Customer's CCTV network generates the data, The Customer is the owner of that data and responsible for its protection in terms of all applicable legislation, including but not limited to POPI. The services provided by Itec and its partner Vumacam in terms of this agreement are limited to the management and hosting of the data, and Itec and its partner Vumacam are not responsible for any misuse or dissemination of any data, save where Itec and its partner Vumacam have been grossly negligent or acted intentionally.
- 7.2. **Nature of data provided** – The Customer warrants that all data which Itec and its partner Vumacam are required to process in terms of this agreement or any order is data which is captured on the Customer's CCTV network or on a CCTV network which The Customer is entitled to access and that all data is captured of private spaces (as contemplated in POPI) and that no data of public space is recorded. Regardless of the Customer advising us that public spaces are being recorded, To the extent that any CCTV camera in The Customer's network does record any public space, The Customer remains solely liable to ensure that all legal requirements (including all requirements in terms of POPI) have been met and are maintained for the recording of public space for the duration of this agreement and The Customer indemnifies Itec and its partner Vumacam against any claim arising as a result of the Customer's recording of public space without compliance with all applicable laws.
- 7.3. **Our use** – Itec and its partner Vumacam will not use the data for any purpose other than those specifically agreed in terms of this agreement or any order. No data will be provided to any third party unless The Customer directs Itec and its partner Vumacam to provide such third party with data in writing, which will include the provision of the data to third parties as part of any requested license plate recognition services.
- 7.4. **Initial and ongoing vetting** – While Itec and its partner Vumacam accept no responsibility for any footage captured on the Customer's r CCTV network, Itec and its partner Vumacam have the right, before or at the time we enter into this agreement with the Customer, to request any and all information, documentation and any other proof which Itec and its partner Vumacam are reasonably satisfied demonstrates that the Customer is able to comply with the Customer's various obligations, both under this agreement and in terms of any law or regulation in order to ensure that Itec and its partner Vumacam services are not in

violation of any laws.

- 7.5. **The Customer's use of the data** - Itec and its partner Vumacam process data generated by the Customer's CCTV network, subject to the terms and conditions set out in this agreement and in any order. The Customer hereby acknowledges and agrees that Itec and its partner Vumacam remain the owner of the data and will be solely liable to ensure that the use of such data complies with any applicable legislation in relation thereto. Furthermore, should the Customer distribute any data, the Customer hereby indemnifies Itec and its partner Vumacam against any liability in association therewith and/or any harm or loss suffered by Itec and its partner Vumacam, as a result of misuse of the data, including but not limited to, direct and/or consequential damage to Itec and its partner Vumacam brand and/or goodwill by the Customer and/or any third party to whom the Customer has disclosed such data.
- 7.6. **Secure the data** – the Customer will ensure, and the Customer hereby warrants, that any data which is generated by the Customer's CCTV network, whether processed by Itec and its partner Vumacam or not, is protected and securely stored in line with all applicable laws and/or standards. Itec and its partner Vumacam are in no way responsible for protecting any data which is not stored with Itec and its partner Vumacam.
- 7.7. **Keep confidential** – The parties must keep the data confidential. The parties must:
- 7.7.1. protect each other's interests and the data subjects' interests;
 - 7.7.2. take all appropriate technical and organisational security measures to maintain the confidentiality of the data;
 - 7.7.3. only disclose the data to those who are permitted to use the data in terms of this agreement or an order;
 - 7.7.4. obtain promises of confidentiality from any personnel who require access to the data;
 - 7.7.5. ensure that all personnel take the measures to maintain the data's confidentiality;
 - 7.7.6. and the parties indemnify each other against any claim, loss or damage which may be suffered if the other breaches any of the above obligations.
- 7.8. **Sharing** – Itec and its partner Vumacam will share the data only with third-party recipients specified in an order and where the Customer has requested a service which requires that data be provided to a third-party service provider, including but not limited to the provision of license plate recognition services. The Customer sharing of any data with unspecified third parties may constitute a contravention of applicable laws, and the Customer hereby agrees and accepts that Itec and its partner Vumacam will in no way be liable should the Customer unlawfully disclose any data.
- 7.9. **Third parties** - In addition to clause 7.8 above, our agreeing to share data with third parties is subject to the third party fulfilling certain conditions, which may include (but are not limited to) vetting of the third party by Itec and its partner Vumacam or concluding an agreement directly with the third party. If the third party fails to fulfil its obligations, the Customer will remain fully liable to Itec and its partner Vumacam for the fulfilment of the Customer obligations in this agreement, and the Customer indemnifies Itec and its partner Vumacam against any loss or damage that may arise as a result of the misuse of any data by any third party with whom the Customer has contracted.
- 7.10. **Duty to notify** - The Customer will immediately notify our data protection (or information) officer where there are reasonable grounds to believe that the data disclosed to the Customer (or the third party recipients specified in an order) has been accessed or acquired by any unauthorised person. Itec and its partner Vumacam will similarly notify the Customer in circumstances where Itec and its partner Vumacam have become aware of any unauthorised access to or disclosure of data.
- 7.11. **Permitted disclosures** – Itec and its partner Vumacam will disclose the data if required by law, for the following specific reasons:
- 7.11.1. in accordance with a judicial, administrative or governmental order;
 - 7.11.2. if lawfully asked to do so by any law enforcement authorities or
 - 7.11.3. pursuant to a subpoena or court order; and
 - 7.11.4. keep detailed, accurate records of which person any data has been shared with and the details of such data.
- 7.12. **Indemnity** - Each party indemnifies, defends and holds the other party (and their personnel) harmless against any and all loss, damage, costs and expenses that they may suffer or incur arising directly or indirectly from a failure should a party or their personnel fail to abide by their obligations contained in this agreement.
- 7.13. **Compliance with laws, rules, codes or standards** - Each party warrants that they will comply with all applicable international and national laws, rules, codes or standards (including data protection or privacy laws) that apply to the data. If any such laws or regulations change and are still applicable, each party must comply with them, as the case may be.

8. PROCESSING LIMITATION

Itec and its partner Vumacam may collect, disclose, use, or otherwise process personal information in order to provide certain services to you as agreed between the parties in writing from time to time in any order.

9. FURTHER PROCESSING

Itec and its partner, Vumacam, will not process personal information for any purpose other than to provide the services in accordance with this agreement. Should the Customer require that Itec and its partner Vumacam assist with the further processing of any data in relation to one or more specific incidents, the Customer will make the relevant request to Itec and its partner Vumacam in writing and Itec and its partner Vumacam will be entitled to accept or reject such a request in Itec and its partner Vumacam's sole discretion, depending on the nature of the request and the data which the Customer require to be further processed by Itec and its partner Vumacam.

10. SECURITY MEASURES

Both parties will establish and maintain appropriate security measures to secure the integrity and confidentiality of any personal information that is processed for or used by the Customer pursuant to this agreement or any order.

11. MINIMUM STANDARDS

- 11.1. The parties will take all reasonably necessary steps or measures to prevent any personal information from being accessed by an unauthorised third party. Apart from those technical and organisational security measures that the parties must implement, these measures must include:
- 11.1.1. information security management systems;

- 11.1.2. physical security;
 - 11.1.3. access control;
 - 11.1.4. encryption during transmission across any publicly accessible network;
 - 11.1.5. security and privacy enhancing technologies;
 - 11.1.6. awareness, training and appropriate security checks in relation to the personnel;
 - 11.1.7. incident and response management;
 - 11.1.8. business continuity;
 - 11.1.9. all manuals and/or policy documents which may be required in terms of any applicable law;
 - 11.1.10. audit controls; and
 - 11.1.11. due diligence.
- 11.2. The Customer accepts and agrees that the requirements contained in clause 11.1 above are the minimum requirements that Itec and its partner Vumacam recommend be in place in order to prevent unauthorised access to or loss of data. To the extent that the Customer fails to implement one or more of the above steps, Itec and its partner Vumacam will not be liable for any loss which may arise as a result of any unauthorised access to, or loss of, data, and the Customer indemnifies Itec and its partner Vumacam against any claim brought against Itec and its partner Vumacam by any third party as a result of such unauthorised access or loss.

12. SUPERVISION ARRANGEMENTS

A party will, on reasonable written request from the other party, provide all proof which may be reasonably required to demonstrate that the party is complying with all contractual and statutory obligations with regard to the processing of personal information.

13. OWNERSHIP OF PERSONAL INFORMATION

- 13.1. Itec and its partner Vumacam will not own any data or personal information processed by Itec and its partner Vumacam, and The Customer will, at all times, retain ownership of all personal information processed on the Customer's behalf, subject to Itec and its partner Vumacam rights to process and access such personal information in terms of this agreement.
- 13.2. To the extent that the Customer provides Itec and its partner Vumacam with any information, documentation, lists or other databases to be used in conjunction with personal information which Itec and its partner Vumacam have collected on the Customer's behalf, Itec and its partner Vumacam undertake to return this information to the Customer, or delete and/or destroy all copies of such databases, on the termination of this agreement.

14. CONFIDENTIAL INFORMATION

- 14.1. **Definition** - Confidential information is any information that the parties share with one another in terms of this agreement with the intention that the other party should keep it secret, such as personal information, business records, or customer details.
- 14.2. **Responsibilities** - Each party will keep any confidential information it receives from the other party under the agreement confidential, and the receiving party will:
 - 14.2.1. protect the other party's interests;
 - 14.2.2. only use it to comply with their responsibilities under the agreement;
 - 14.2.3. only give it to their employees or agents that need it (and only as much as they need);
 - 14.2.4. use reasonable security procedures to make sure their employees or agents keep it confidential;
 - 14.2.5. get promises of confidentiality from those employees or agents who need access to the information;
 - 14.2.6. not reveal the information to anyone else, and
 - 14.2.7. Do not use it for any purpose other than those specified in this agreement.
- 14.3. **End of agreement** - The parties will give back to the other all confidential information of the other that they have at the end of the agreement, unless:
 - 14.3.1. the other party agrees that they may destroy or retain it instead or
 - 14.3.2. it is lawfully in the public domain;
 - 14.3.3. someone else who is allowed to reveal it gives it to them;
 - 14.3.4. someone gives it to them to comply with a court order or other legal duty.
- 14.4. **Survival** - This clause about confidential information is separate from the rest of this agreement and remains valid for 5 (five) years after the end of this agreement.

15. INTELLECTUAL PROPERTY

- 15.1. **Ownership** - Itec and its partner Vumacam or our third-party licensors own all proprietary rights in our system and services, and Itec and its partner Vumacam may prosecute the Customer for any violations of those rights.
- 15.2. **Our technology** - Our technology is anything that Itec and its partner Vumacam have or acquire rights in and may use to perform Itec and its partner Vumacam's obligations under the agreement.
- 15.3. **Retention of rights** - Vumacam own all intellectual property rights in Vumacam technology, and the Customer may not use those rights without Vumacam's permission. The Customer does not acquire any rights in Vumacam's technology if Itec and its partner Vumacam use it to provide services to the Customer.
- 15.4. **Our trademarks** - Our trademarks are Vumacam's property, and the Customer may not use them without Vumacam's permission. All other trademarks are their respective owners' property.
- 15.5. **Restrictions** - the Customer may not change, hire out, reverse engineer, or copy the system or Itec and its partner Vumacam services without Itec and its partner Vumacam's permission.
- 15.6. **Your intellectual property** - the Customer grants Itec and its partner Vumacam a non-exclusive and royalty-free licence to use any of the Customer's trademarks and copyright works provided Itec and its partner Vumacam obtain the Customer's prior written permission for each use. The licence expires automatically when the agreement ends. The Customer retains all rights in the Customer's trademarks and copyright works despite this licence.

16. SUBCONTRACTING

Subcontracting involves engaging a subcontractor outside an organisation to do work as part of providing the services.

- 16.1. **Restricted** - Either party may only subcontract its rights or obligations under this agreement, including but not limited to those relating to the processing of personal information, without the prior consent of the other party. To the extent that the Customer changes any service provider without communicating such change to Itec and its partner Vumacam, alternatively, should any new service provider make any change to any aspect of the CCTV network which results in an interruption of our services, Itec and its partner Vumacam will not be liable for such service interruption and the Customer will be liable for any costs incurred by Itec and its partner Vumacam in restoring the services.
- 16.2. **Liability** - If the sub-contractor fails to fulfil its obligations under the sub-contractor contract, the party appointing the sub-contractor will remain fully liable to the other party for the fulfilment of its obligations under this agreement.
- 16.3. **Enforceability** - Any sub-contract agreement must ensure that the subcontracting party can enforce the terms of the sub-contract agreement against the sub-contractor if there is a breach of that sub-contracting agreement.

17. NON-SOLICITATION

- 17.1. Each party will not contract with any of the other party's personnel directly, other than through the aforesaid party, who were involved in providing services under an order for the duration of that order or for 12 (twelve) calendar months after its termination, save with the written consent of the other party.

18. FEES AND PAYMENT

- 18.1. **Payment** – The Customer will pay Itec the fees on the due date in the manner agreed herein. The Customer may not withhold nor set off payment of any amount due to us for any reason unless specifically agreed.
- 18.2. The Customer will pay Itec each month, per debit order, on or before the due date indicated by Itec on each statement, all amounts due to Itec in terms of these Terms and Conditions, without delay, deduction or set-off, including the Charges due for each month, failing which payment Itec will have the right, on notice, to suspend the provision of the Services to the Customer until all outstanding amounts due to Itec being paid (without prejudice to any of Itec's other rights and/or remedies). In terms of the Service Order, the Customer gives Itec authority to draw against the Customer's bank account, wherever it may be, the amounts due to Itec in terms of these Terms and Conditions are saved where a different payment method has been agreed upon between the Parties in writing. On written agreement between both parties, the Customer will pay Itec each month per Electronic Funds Transfer within 30 days of the Due Date indicated by Itec on each statement of account, all amounts due to Itec in terms of the Service Order, without delay, deduction or set-off, including the charges due for each month, failing which payment Itec will have the right, on notice, to suspend the provision of the Services to the Customer until all outstanding amounts due to Itec are paid (without prejudice to any of Itec's other rights and/or remedies).
- 18.3. **Late payments** - Itec will be entitled to charge interest on any overdue amount at the Prime Rate plus 6% (six) per cent. Itec may stop providing any services until you have paid all amounts due.
- 18.4. The Customer will be liable for any bank charges or any other fees which Itec may have incurred if a debit order is returned and left unpaid and will pay Itec an administrative fee of R 50.00 (fifty Rand), excluding VAT, for any payments made by a method other than by debit order.
- 18.5. The Customer agrees that the service charge will fluctuate from time to time with changes in Itec's weighted average costs of conforming to statutory obligations and/or regulations, forex fluctuations and all other similar costs. Changes in the service charge as aforesaid may be decreased or increased (in order to recover any increased cost to Itec and/or to maintain the internal rate of return enjoyed by Itec immediately prior to the said change) by such amount as is necessary. In addition, the Customer agrees that the prevailing service charge will increase once per year on the anniversary of the Activation Date by an annual escalation percentage of 8% subject to 14 (fourteen) calendar days prior written notice to the Customer (where practicable).
- 18.6. Unless otherwise specified in the order and subject to the Initial Period, the Charges may be varied from time to time by Itec in accordance with Itec's then-prescribed pricing, which rate will be maintained at market-related levels.
- 18.7. **Tax** - All fees exclude any tax (unless indicated otherwise), which you will pay where applicable in addition to the fees.
- 18.8. If Itec suspends a service that Itec and its partner Vumacam supplied, the Customer will pay Itec the costs that Itec and its partner Vumacam incurred (including redeployment, travel and associated expenses) in remobilising Itec and its partner Vumacam employees affected by the agreement and recommencing the services. These costs will be invoiced as soon as they have been incurred by us and will be payable immediately upon presentation of the relevant invoice. To the extent that payment is not received, Itec and its partner Vumacam reserve the right not to reconnect the suspended service.
- 18.9. Fees for any services will be stated as orders in annexures to this agreement or agreed in a separate written communication between the parties and shall be payable in accordance with the order form.
- 18.10. The fees set out in the order will cover the VMaaS and not any other software or service. Software will be regulated in terms of the relevant SaaS orders should the Customer request these services.

19. DISCLAIMER OF WARRANTIES

- 19.1. **Disclaimer** – The Customer uses the services at the Customer's own risk, and Itec and its partner Vumacam disclaim all other warranties to the extent allowed by applicable law. Itec and its partner Vumacam are not liable for any defect that the Customer causes.
- 19.2. **Exclusion of liability** - Despite any warranties, Itec and its partner Vumacam are not liable for any defects that the Customer's negligence, failure to follow Itec and its partner Vumacam instructions, or misuse causes. It is the Customer's responsibility to ensure there is no misuse of the CCTV network or data. Unless required in terms of any applicable law or regulation, Itec and its partner Vumacam will only be held liable to the Customer in circumstances where Itec and its partner Vumacam acted intentionally or with gross negligence.

20. LIMITATION OF LIABILITY

- 20.1. Itec and its partner, Vumacam, are only liable to the Customer for any direct damages caused by the services, up to the total amount of fees the Customer has already paid to Itec and Vumacam for those services. The Customer is responsible for the misuse of the CCTV network and data.
- 20.2. **Indirect damages excluded** - Itec and its partner Vumacam are not liable for any other damages or losses that the services may cause the Customer.

21. SYSTEM AND SERVICES

- 21.1. Itec and its partner Vumacam will provide the system and services in terms of this agreement and applicable orders. Itec and its partner Vumacam will comply with the specific delivery terms and specific performance terms set out in the applicable order.

- 21.2. **System** – The customer will provide Itec and its partner Vumacam with the ability to offtake all footage from the Customer's CCTV network. Depending on the services which the Customer requests from Itec and its partner Vumacam, Itec and its partner Vumacam may collect and store all such data in offsite storage facilities and provide the Customer with the relevant software to access, view and further process all data which Itec and its partner Vumacam have stored on your behalf, or provide any such data to specified third parties for the provision of requested services.
- 21.3. **Right** - Itec and its partner Vumacam grant the Customer a right to use the system subject to the following limitations:
- 21.3.1. non-exclusive – Itec and its partner Vumacam may allow anyone else to use our system (but not the Customer data);
- 21.3.2. non-transferable – the Customer may not transfer the right to anyone else without Itec and its partner Vumacam's prior written consent; and
- 21.3.3. specific persons – the Customer will be liable to ensure that only authorised personnel access and view data. Itec and its partner, Vumacam, will not be responsible or liable for any unauthorised access to the system or the data.
- 21.4. **Basis** - Itec and its partner Vumacam provide the system to the Customer on the following basis:
- 21.4.1. the Customer gives Itec and its partner Vumacam permission to monitor how the Customer uses the system for security and stability purposes and
- 21.4.2. the Customer agrees that Itec and its partner Vumacam records are evidence of the services provided to the Customer.
- 21.5. **Video Management and Software Services** – the Customer acknowledges that this agreement does regulate the provision of any specific service and that the Customer will be required to conclude the necessary VMaaS order for video management services; alternatively, the relevant SaaS orders for specific software services, as required from time to time.

22. EXCLUDED SERVICES

- 22.1. Any support services which Itec and its partner Vumacam agree to provide do not include any site visits by Itec and its partner Vumacam technical or training personnel at the Customer's premises. This exclusion does not apply to any visits by Itec and its partner Vumacam non-technical or non-training personnel, such as face-to-face visits from technicians at the Customer's premises. The Customer will be liable for any and all travel, accommodation, food and related expenses, in addition to the training costs.

23. EXCLUSIVITY

- 23.1. During the currency of this agreement, the Customer will only use Itec and its partner Vumacam for the provision of the services as listed in the signed VMaaS or SaaS order.

24. ITEC AND ITS PARTNER VUMACAM OBLIGATIONS, SERVICE LEVELS AND PERFORMANCE

- 24.1. Itec and its partner Vumacam (and, where applicable, our personnel) will provide the system and services to the Customer:
- 24.1.1. with a level of care, skill and diligence according to reasonable practices and reasonable standards acceptable in the industry;
- 24.1.2. in terms of this agreement or any applicable order, in compliance with the Customer's reasonable instructions,
- 24.1.3. not do anything that may risk the Customer losing any licence, authority, consent or permission that the Customer relies on to conduct business.
- 24.2. Itec and its partner Vumacam will advise should Itec and its partner Vumacam have any concerns or feedback regarding the operation or placement of any cameras forming part of the Customer's CCTV network. The Customer will be entitled to accept or reject Itec and its partner Vumacam's proposals; however, Itec and its partner Vumacam will in no way be liable for any loss or damage suffered in consequence of the Customer accepting or rejecting any advice provided by Itec and its partner Vumacam in terms of this clause.
- 24.3. Itec and its partner Vumacam will take all necessary precautions to secure and protect all data which Itec and its partner Vumacam receive from the Customer in terms of this agreement or any order, and Itec and its partner Vumacam will ensure that no data will be shared with any third party, other than those to whom the Customer expressly direct any data must be provided.
- 24.4. Itec and its partner Vumacam will take out and maintain all required insurance on our equipment (excluding any equipment that the Customer is renting to own from Itec and its partner Vumacam, which insurance is the Customer's responsibility).
- 24.5. The parties record and agree that the required system and service will apply for the duration of any applicable VMaaS, after which Itec and its partner Vumacam shall be entitled to vary or amend any service levels as Itec and its partner Vumacam deem fit prior to entering into any further VMaaS.
- 24.6. If Itec and its partner Vumacam rely on any technology or other services to perform the services, Itec and its partner Vumacam undertake to, without additional charge to the Customer, use reasonable commercial efforts to make such corrections, additions, modifications, or adjustments to the technology, other services or related documentation that is necessary to ensure the technology operates as it should, and will conform to any applicable specifications (manufacturer, developer, warranty or otherwise), excluding any technology forming part of your CCTV network, which the Customer will be solely responsible for.

25. CUSTOMER OBLIGATIONS

- 25.1. The Customer will ensure that:
- 25.1.1. The Customer's CCTV network is operational and fully functional during the term of this agreement. Should the CCTV network experience any downtime or malfunction, Itec and its partner Vumacam will not be liable for any harm or loss which may arise as a result;
- 25.1.2. unless specifically agreed with Itec and its partner Vumacam in writing, the Customer will secure and retain the necessary information technology and/or technical support to ensure the operation and maintenance of the Customer's CCTV network, including any hardware and software required for its operation, that the necessary power supply and/or back-up power is available, and the Customer will not rely on Itec and its partner Vumacam to provide any such services;
- 25.1.3. the Customer responds timeously and in writing to any requests Itec and its partner Vumacam make regarding systems and security which the Customer has in place in order to secure and protect any data Itec and its partner Vumacam provide to the Customer and
- 25.1.4. make payments of any and all amounts in full and on time.

26. ACCESS TO INFORMATION

Itec and its partner Vumacam will help the Customer comply with any valid requests the Customer receives for access to information. Itec and its partner Vumacam will notify the Customer if Itec and its partner Vumacam receive any requests for access to personal information and follow the Customer's related instructions. Itec and its partner Vumacam will only disclose personal information in accordance with instructions from the Customer, and the Customer will comply with any procedural requirements, including but not limited to the completion of formal request forms, where prescribed by Itec and its partner Vumacam from time to time.

27. VMaaS AND SaaS OBLIGATIONS

- 27.1. Itec and its partner Vumacam will implement and adhere to reasonable practices regarding the management and implementation of the VMaaS system. Itec and its partner Vumacam will configure and implement a specific instance of the VMaaS for the Customer according

to the specifications requested, where reasonably practicable.

- 27.2. To the extent that the Customer requires specific monitoring and/or artificial intelligence software, the Customer will request these specifically and conclude the necessary SaaS orders before such software is integrated into the VMaaS by Itec and its partner Vumacam.
- 27.3. Each authorised user is responsible and liable for activities that occur under their account. The Customer authorises Itec and its partner Vumacam to act on any instruction given by an authorised user, even if it transpires that someone else has defrauded both of us unless you have notified Itec and its partner Vumacam in writing prior to us acting on a fraudulent instruction. Itec and its partner Vumacam are not liable for any loss or damage suffered by the Customer attributable to an authorised user's failure to maintain the confidentiality of their credentials, and the Customer hereby indemnifies Itec and its partner Vumacam against any claim for loss or damages which Itec and its partner Vumacam may suffer as a result of any authorised user mishandling or misusing any footage which we have provided to the Customer, alternatively should an unauthorised user in the Customer's employ or under the Customer's control or supervision access the video management services.
- 27.4. In respect of all video recordings, screenshots, footage or images collected or recorded in the designated area in relation to the services (footage), the Customer must ensure that the Customer complies with all applicable laws and the Customer indemnifies Itec and its partner Vumacam against any breach, improper or unauthorised usage relating to any footage provided by Itec and its partner Vumacam to the Customer.

28. VMaaS AND/OR SaaS SPECIFICATION AMENDMENT

- 28.1. If a party, at any stage, requires any amendment to the specifications, it will submit a written change request to the other party, setting out:
- 28.1.1. the nature of the desired changes;
 - 28.1.2. the reason for the changes, and
 - 28.1.3. the effect of the changes on the VMaaS or SaaS order

29. TRANSFER OF SERVICES

- 29.1. During the course of this agreement or any order, the Customer may have reason to replace one or more third-party service providers, including but not limited to monitoring, security or response services which relate directly to the services Itec and its partner Vumacam provide in terms of this agreement.
- 29.2. To the extent that there is to be a transfer of service providers which requires Itec and its partner Vumacam assistance, whether to reconfigure all or part of a system or add or remove users to and from the system, the Customer undertakes to ensure that all relevant third parties take all steps which Itec and its partner Vumacam direct, and do not frustrate or hinder Itec and its partner Vumacam's ability to make any changes or transfer any services.
- 29.3. All costs that Itec and its partner Vumacam are reasonably required to incur in order to assist the Customer with the transfer of the services will be borne and paid for by the Customer upon presentation of the relevant invoice.
- 29.4. Itec and its partner Vumacam will not be liable for any loss or damage the Customer may suffer or any claim brought against the Customer due to any interruptions caused by such transfer.

30. INSURANCE

- 30.1. The Customer, as the responsible party, will, at the Customer's own cost, take out and maintain adequate insurance coverage to meet any liability under this agreement with a reputable insurance company. If Itec and its partner Vumacam ask for it, the Customer will produce proof:
- 30.1.1. that the insurance policy exists;
 - 30.1.2. that the Customer is paying all premiums; and
 - 30.1.3. that the insurance policy is in full force and effect
- 30.2. The Customer will remain liable to Itec and its partner Vumacam for any loss or damage which Itec and its partner Vumacam may suffer as a result of the Customer's use and/or misuse of the system (whether such loss or damage is the Customer's fault or the fault of any third party), or a breach of any warranties, which is not recoverable from the insurer or which Itec and its partner Vumacam suffer or incur as a result of no or insufficient insurance cover for any reason. The Customer undertakes to take out and maintain the necessary insurance cover to reimburse any shortfall or reinstate any equipment which is not covered by Itec and its partner Vumacam insurance to the extent that any equipment is damaged as a result of the Customer's conduct or any third party appointed by the Customer.

31. BREACH

- 31.1. **Breach.** If either party, *inter alia*:
- 31.1.1. does not remedy a breach within 15 days of receiving written notice from the other party;
 - 31.1.2. breaches the agreement materially twice or more in six months;
 - 31.1.3. is bankrupt, has some legal disability or is placed under administration or business rescue;
 - 31.1.4. takes steps to or is closed down (such as becoming insolvent or entering sequestration);
 - 31.1.5. makes any settlement or arrangement with their creditors or
 - 31.1.6. fails to pay a court order against themselves for a significant amount within 21 (twenty-one) days;
then the other party may:
 - 31.1.7. make the party comply with the agreement and recover any damages which it has suffered or
 - 31.1.8. immediately cancel the agreement in writing and claim damages from the other party, including fees already due.
- 31.2. **Suspension** - Itec and its partner Vumacam may immediately suspend the Customer's right to use the system if:
- 31.2.1. the Customer tries to gain unauthorised access to them;
 - 31.2.2. the Customer failed to pay any fees due to Itec and its partner Vumacam in terms of this agreement on their due date;
 - 31.2.3. the Customer attempts a denial of service attack on any system;
 - 31.2.4. the Customer seeks to hack or break any security mechanism on any system or access data outside of that which belongs to the Customer's organisation;
- 31.3. Itec and its partner Vumacam determine in Itec and its partner Vumacam's sole discretion that the Customer use of the system poses a security threat to Itec and its partner Vumacam or to any other user of Itec and its partner Vumacam services;
- 31.4. the Customer otherwise uses the system in a way that disrupts or threatens the services;
- 31.5. Itec and its partner Vumacam determine, in Itec and its partner Vumacam's sole discretion, that there is evidence of fraud with respect to the Customer's account;
- 31.6. Itec and its partner Vumacam receive notice, or Itec and its partner Vumacam otherwise determine, in Itec and its partner Vumacam's sole discretion, that the Customer may be using the system for any illegal purpose or in any way that breaches the law or infringes the rights of any third party;
- 31.7. Itec and its partner Vumacam determine, in Itec and its partner Vumacam's sole discretion, that Itec and its partner Vumacam's provision of any of the services to the Customer is prohibited by applicable law or has become impractical or infeasible for any legal or regulatory reason; or

31.8. for any other reason that Itec and its partner Vumacam determine is reasonable within Itec and its partner Vumacam's exclusive discretion.

32. TERMINATION

- 32.1. **Termination for a good cause** - Itec and its partner Vumacam may need to terminate the agreement, including any VMaaS and SaaS order then in effect:
- 32.1.1. immediately if Itec and its partner Vumacam have to terminate to comply with any applicable law or governmental regulation which may exist or be passed from time to time or if the Customer has manifestly failed to comply with any requirement of POPI or any similar law or regulation. In such an event, Itec and its partner Vumacam will give the Customer as much notice as reasonably possible in writing or
 - 32.1.2. on 90 (ninety) days' written notice for any reason in which event the Parties shall return to the status quo ante, save for the fact that the Customer will be liable, in terms of the pro-rated fees, for any services successfully rendered up until and including the termination date.
- 32.2. **Duties on termination** - Itec and its partner Vumacam will stop providing the services, the Customer will no longer be able to access them, and Itec and its partner Vumacam may erase the Customer's data on termination, cancellation, or expiry of the agreement.

33. EFFECT OF TERMINATION

- 33.1. **Acceleration** – All amounts due to Itec and its partner Vumacam for the services due and payable on the date of termination, cancellation or expiry of the agreement.
- 33.2. **Assistance** – Where possible, Itec and its partner Vumacam will provide the Customer with post-termination assistance (such as data retrieval) subject to additional fees and conditions.
- 33.3. **No expectation** - The agreement does not create any expectation of continued service, agreement renewal, or any further agreement between the parties.

34. DISPUTE RESOLUTION

- 34.1. **Resolving disputes** - Either party may inform the other in writing if there is a dispute. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails. If they go to arbitration, they will agree in writing on a recognised and appropriate forum for arbitration that is accessible to both parties.
- 34.2. **Mediation** - If negotiation fails, Itec and its partner Vumacam may, at Itec and its partner Vumacam's election, refer the dispute to mediation under AFSA's rules. AFSA means the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead). The Customer is required to refer any dispute to the relevant South African court with jurisdiction to hear the dispute.
- 34.3. **Arbitration** - If mediation fails, Itec and its partner Vumacam may refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Johannesburg. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.
- 34.4. **Election to Arbitrate** – Notwithstanding the above, should Itec and its partner Vumacam elect to pursue any claim in any South African court of competent jurisdiction, Itec and its partner Vumacam will be entitled to in our sole and absolute discretion.

35. GENERAL

- 35.1. **Governing law** - South African law governs this agreement.
- 35.2. **Notices and domicile** - The parties will send all notices to each other's email addresses and choose their respective street addresses as their service addresses for all legal documents. Itec and its partner Vumacam's email and street addresses are as stipulated on the cover page of the order, while the Customer provides the Customer's email and street addresses to Itec and its partner Vumacam when concluding the agreement. The parties may change either address on 14 (14) calendar days written notice to the other.
- 35.3. **Beyond human control** - Neither party is responsible for a breach of the agreement caused by circumstances beyond human control, but the other party may cancel the agreement on written notice to the other if the circumstances preventing the carrying out of obligations in terms of this agreement persist for more than 60 calendar days from the date on which such obligations could no longer be carried out.
- 35.4. **Compliance with this agreement** – The Customer permits Itec and its partner Vumacam to initiate periodic audits, including, but not limited to financial audits, on the Customer to determine the Customer's compliance with these general terms of service and any related orders, subject to 30 calendar days prior notice from Itec and its partner Vumacam. You grant Itec and its partner Vumacam (or Itec and its partner Vumacam's appointed representative) access (and give necessary assistance) to inspect, audit, and review the services. The Customer allows Itec and its partner Vumacam to take copies of any necessary documents or records regardless of their form.
- 35.5. **Assignment** - You may not assign the agreement to any other person. As may become necessary in the ordinary course of Itec and its partner Vumacam's business, Itec and its partner Vumacam may assign the Agreement to any successor or purchaser of our business or some of our assets with prior written consent, which may not unreasonably be withheld.
- 35.6. **Written notice** - Itec and its partner Vumacam may cede this agreement or the rights and obligations under this agreement to a related person once Itec and its partner Vumacam have obtained the Customer's prior written consent, which consent may not be unreasonably withheld or delayed.
- 35.7. **Relationship** - The agreement does not create an employment relationship between the parties.
- 35.8. **Entire agreement** - The agreement, together with all orders, is the entire agreement between the parties on the subject.
- 35.9. **Changes** - Itec and its partner Vumacam will notify the Customer of any changes to the agreement by email. Those changes will only apply to future services orders on good cause after the expiry of this Agreement, should the parties wish to renew the Agreement on the same/similar terms and conditions. If the Customer does not agree with the changes, the Customer must stop using the services. If the Customer continues to use the services following notification of a change, the changed terms will apply to the Customer, and the Customer will be deemed to have accepted them. The Customer may not make any changes to any term contained in this agreement save with Itec and its partner Vumacam's prior written consent.
- 35.10. **Waiver** - Any favour or indulgence which may be allowed by either party will not affect any of the rights of the other party.
- 35.11. **Severability** - Any term that is invalid, unenforceable, or illegal may be removed from the agreement without affecting the rest of it.