

These are the Software License Agreement Master Services Terms and Conditions including the Schedules hereto and shall apply to the Software License Agreement entered into between Itec SA 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 Order. Both Parties will continue to fulfil their obligations in respect thereof and the terms of these Terms and Conditions including the Schedules hereto will remain in force in respect of such Service Order. These Terms and Conditions, including the Schedules hereto, will be read with 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.

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**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 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.
- 1.2. The Customer hereby consent to any upgrades provided by Itec that replace and/or supplement the software. This Agreement will govern such upgrades, unless the upgrade is accompanied by a separate license, in which case the terms of that license 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 to modify, translate, adapt, arrange, error correct, make derivative works or otherwise make any other alteration to the software or any portions or aspects thereof, exploit, or use the software in a manner not expressly authorized under this Agreement.

**3. INTELLECTUAL PROPERTY**

- 3.1. All right, title, ownership and interest in and to the software, including any and all copyright and any other intellectual property right, supplied to the Customer shall be and remain the sole and exclusive proprietary content of Itec and/or its third party vendors, licensors and affiliates and no intellectual property rights therein are granted or assigned to the Customer under this Agreement. Nothing in this Agreement shall provide the Customer with any proprietary rights in the software or any information provided to the Customer in the software.
- 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 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 this Agreement from time to time.

**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, and the links, changes or updates to, any third-party websites.
- 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 is granted to the Customer under this Agreement 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 this Agreement.
- 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, which the Customer may suffer by virtue of any acts and/or omissions of Itec and/or its representatives (except for gross negligence). Further and in the event of the goods containing data storage devices, Itec will bear no liability in the event of 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 at any time any component of the software, whether or not it is offered as a standalone product or as a component of the software.
- 9.2. However, Itec is obligated to provide support in accordance with the terms set forth in this Agreement 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 authorized 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), unauthorized 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 this Agreement, its validity, existence or termination shall be determined in accordance with the laws of South Africa.

**13. GENERAL**

- 13.1. Itec and the Customer agree that:
  - 13.1.1. This Agreement comprises the entire Agreement between the parties in respect of the subject matter hereof and, save as is recorded herein, no representations and/or warranties of any nature have been made by Itec to the Customer. No amendment, variation and/or waiver of any of the provisions of this Agreement will be valid and binding unless reduced to writing and signed by the parties hereto.

**THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT AND UNDERSTAND THAT BY INSTALLING THE SOFTWARE, LOADING OR RUNNING THE SOFTWARE, OR BY PLACING OR COPYING THE SOFTWARE ONTO THE CUSTOMER'S COMPUTER AND/OR DEVICE, THE CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT.**

## 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 – DATED: 2024/10/31, published at <http://itecgroup.co.za/>, sets out the SaaS service and support included in this Agreement.

### 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 reference to “business hours” shall be construed as being 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 Software License Agreement.  
 2.2. This Schedule 1 shall automatically renew on a month-to-month basis upon lapse of the Initial Term unless either Party terminates the Agreement upon 30 (thirty) days written notice to the other Party immediately prior to 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 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 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	<b>Emergency</b> Mission Critical Incident. The core Business Processes cannot continue, thus leading to severe business impact	0-4hrs	0-12hrs	Standard Business Hours
2	<b>Medium</b> 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	<b>Low</b> 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	<b>Emergency</b> Mission Critical Incident. The core Business Processes cannot continue, thus leading to severe business impact	0-8hrs	0-24hrs	Standard Business Hours
2	<b>Medium/Low</b> 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

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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 prior to such standby services being 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, which are the result of changes to the network or environment of the Customer.

### 7. CUSTOM SOFTWARE SERVICE

- 7.1. Itec and/or its Supplier will:
- 7.2. 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 that it continues to operate after an upgrade of 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 recognizes and agrees that the License to use the OEM Application Software is limited, based upon the amount of the license Subscription Fees paid by the Customer. 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, 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 authorized to be made on behalf of Regal. The Customer assumes the risk of the results of 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 taking all reasonable steps, that all of the Itec and/or its Supplier's Personnel comply with the provisions of this Schedule 1 and the Agreement;
  - 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 logging a call with Itec in accordance with the procedures set out in clause 1.13 and clause 1.14 below;
- 10.3. 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;
- 10.4. 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;

10.5.1.10.2.4 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.