

These are the Software License Agreement Terms and Conditions and shall apply to all Software License Agreements entered into between Itec and the Customer for the Equipment and/or Services as if specifically set out therein. The conclusion of further Software License Agreements shall create separate agreements relating to the Equipment and/or Services described therein. Should any Software License Agreements be terminated by any cause whatsoever and howsoever arising, it will not affect the validity of any other existing Software License Agreement. 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 any existing Software License Agreement. These Terms and Conditions, including the applicable product Schedules thereto, will be read together with the Software License Agreement. 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 Software License Agreement, the following order of precedence would apply:

- a) these Terms and Conditions;
- b) the specific Schedule of Equipment and/or Services (and their associated SLA's or Best Effort support) which the Customer has purchased;
- c) Software License Agreement(s) and
- d) any other documents agreed between the Parties.
- e) The Parties agree that in terms of any operational matters, functionality of the Equipment or the associated SLA's or Best Effort support the applicable Schedule will prevail in terms of an associated dispute.

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## **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 The Customer and/or End User 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.
  - 13.1.2. Itec reserves the right to amend, modify, or update these Terms and Conditions at any time, in its sole discretion and as required by operational, legal, or business needs. Any such amendments shall take effect immediately upon publication on the official Itec website. The Parties acknowledge and agree that all previous versions of the Terms and Conditions shall be automatically superseded and replaced by the most recent version upon such publication. Continued use of the services following publication shall constitute acceptance of the amended Terms and Conditions.

**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, published at itecgroup.co.za/The Legal Stuff, 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

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;
  - 10.2.2. 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. Subscriptions automatically renew for successive monthly periods unless either party provides written notice of non-renewal at least thirty (30) calendar days before the renewal date.
- 11.7. Subscription invoices are payable within thirty (30) calendar days from the invoice date.
- 11.8. 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.
  - 12.1.2. 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.
  - 12.1.3. The Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power.
  - 12.1.4. 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.
  - 12.1.5. 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.
  - 12.1.6. 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.
  - 12.1.7. The Customer's computer, network or server malfunction.

**SCHEDULE 2 – TERMS AND CONDITIONS OF PRINT DIRECTOR RENTAL LICENCE (PD RENTAL LICENCE)****1. END-USER LICENCE AGREEMENT FOR PRINT DIRECTOR**

This End-User Licence Agreement (EULA) is a legally binding agreement between the Customer and you (either an individual or a legal entity, referred to hereinafter as “Customer” or “End User”) and Itec and/or its Supplier. By downloading, installing, updating, or using the Software — whether directly or through an authorised representative, agent, or contractor (including a Reseller or its technicians acting on the Customer’s behalf) — the Customer agrees to be bound by the terms of this EULA. The Customer is responsible for ensuring that any person who installs, updates, or configures the Software on the Customer’s behalf is authorised to accept this EULA on the Customer’s behalf. If the Customer does not agree to the terms, the Customer must not use the Software.

**2. DEFINITIONS**

- 2.1. **“Connectors”** means built-in integrations between the Software and third-party services (including identity, email and cloud services), including but not limited to Microsoft Graph (for OAuth2 email send/receive and Microsoft Entra ID synchronisation) and connectors for cloud storage and collaboration services (including but not limited to OneDrive, Google Drive, Dropbox, SharePoint).
- 2.2. **“Database Machine”** means the machine on which the Print Director database is hosted.
- 2.3. **“Device counts”** means the limits of the number of printers, embedded devices, PBXs and telephone extensions, that are allowed to be added to the software. These counts are specified individually and are contained within the Licence Information.
- 2.4. **“Documentation”** means any user manuals, guides and other written materials provided with the Software.
- 2.5. **“Embedded Device”** means a hardware device (such as a multifunction printer, printer, or other supported peripheral) that either runs Print Director software directly on the device, or runs manufacturer software that, when activated, causes the device to be dependent on Print Director software running elsewhere on the network.
- 2.6. **“EULA Licence Agreement”** means a legally binding contract between a software provider and the user that defines the rules for using the software.
- 2.7. **“Excluded Remote Support”** means support services that would not be covered by up-to-date ASM or PD Rental and are billable.
- 2.8. **“Identity Management Systems”** means third-party identity and directory services used by the Customer to store or manage user accounts and attributes, including (without limitation) Microsoft Active Directory and Microsoft Entra ID.
- 2.9. **“Itec”** means the supplier that sold the software to the Customer.
- 2.10. **“Licence Information”** means the file and/or encrypted text supplied to the Customer by Itec and/or its Supplier that specifies the permitted Device Counts, Software Activations, and the hostname of the Database Machine.
- 2.11. **“Limited Remote Support”** means support services that may be provided by the Reseller and would be covered by up-to-date ASM or being on the PD Rental licence model.
- 2.12. **“Monthly Rental Fee”** means the amount charged for the Device Rental Counts, Software Activations and PD Services under the PD Rental licence model.
- 2.13. **“PD”** means the abbreviation of Print Director.
- 2.14. **“PD ASM”** means Annual Software Maintenance “**ASM**” licence model, where the Customer pays an initial Software Licence Fee based on the Device Counts and Software Activations, and an annual ASM fee calculated as a percentage of the Software Licence Fee.
- 2.15. **“PD Licensing Server”** means the internet-hosted licensing service used by Print Director to validate PD Rental subscriptions and, where applicable, licence updates.
- 2.16. **“PD Rental”** means a subscription licence model where the customer pays a monthly fee charged according to the Device Counts and Software Activations.
- 2.17. **“PD Service”** means the Customer’s ability to access Limited Remote Support, updates or upgrades of the software, or to make changes to their Licence Information.
- 2.18. **“Print Director”** means the software suite, including Server Software and Client Software, operating on The Customer and/or End User devices under the purchased licences.
- 2.19. **“Software”** means the inclusion of all files, and content provided under this agreement, excluding Third-Party Software.
- 2.20. **“Software Activations”** means the sets of functionalities that are either enabled or disabled depending on what was purchased by the Customer.
- 2.21. **“Software Licence Fee”** means the amount charged for the Device Counts and Software Activations under the PD ASM licence model. This amount is used to calculate the Annual Software Maintenance fee and is subject to change.
- 2.22. **“Static Mode”** means a limited operating mode that applies when PD ASM has expired, in which the Software continues to operate for existing configured users and devices but becomes “static” and certain functionality is disabled as described in this EULA.
- 2.23. **“Supplier”** means the Third Party that supplies and maintains Print Director.
- 2.24. **“Third-Party Software”** means Software components provided by third parties that may be included with, bundled with, or used by the Software.

**3. LICENCE GRANT**

- 3.1. **General Use:** The Customer and/or End User are authorized to use the Software for internal business purposes, subject to the terms of this EULA.
- 3.2. **Documentation:** The Customer and/or End User may use and copy the Documentation for internal purposes.
- 3.3. **Evaluation:** A 30-day non-exclusive licence is available for evaluating the suitability of the Software.
- 3.4. **Amendments:** Itec and/or its Supplier may amend this EULA from time to time by publishing a revised version. The Customer will be notified of material changes by email and/or through the Software (for example, during an update). Continued use of the Software after the effective date of an amended EULA constitutes acceptance of the amended terms. If the Customer does not agree to the amended terms, the Customer must cease using the Software. The current version of this EULA is available at [www.itecgroup.co.za](http://www.itecgroup.co.za) – Legal Staff.

**4. LICENSING MODELS**

- 4.1. The software can be licensed to the Customer in one of two ways: PD Rental or PD ASM. The Customer’s licence under this EULA is independent of any financing, rental, or lease arrangement between the Customer and Itec or Third Party. The conclusion or termination of a financing arrangement does not, by itself, affect the Customer’s licence or ASM status, which remain governed by this EULA.
  - 4.1.1. **PD Rental**
    - 4.1.1.1. Customers pay the Monthly Rental Fee for access to the Software and PD Services. The amount is calculated based on the current rental price of the Device Counts and Software Activations.
    - 4.1.1.2. PD Rental operates on a month-to-month basis unless a minimum subscription term has been agreed in writing between the Customer and Itec. Where a minimum term has been agreed, the Customer is bound by that term. After the minimum term expires, the subscription continues on a month-to-month basis.
    - 4.1.1.3. The Customer may cancel PD Rental by giving Itec not less than 30 days’ written notice by email. Upon cancellation, the Software will cease to function at the end of the current billing period. No refund is given for unused portions of a paid billing

- period.
- 4.1.1.4. Non-payment results in the suspension of software functionality and access to PD Services.
  - 4.1.1.5. Licence Validation and Connectivity: PD Rental requires the Software to periodically validate the subscription by connecting to the PD Licensing Server. The Customer is responsible for ensuring that its network, firewalls, proxies, and security systems allow the Software to make the required outbound connections to the PD Licensing Server. If the Software is unable to successfully validate the PD Rental subscription for a continuous period exceeding 30 days, the Software will suspend functionality until such time as it is able to connect to the PD Licensing Server and successfully validate the subscription.
- 4.1.2. PD ASM (Annual Software Maintenance)**
- 4.1.2.1. Customers pay a one-time Software Licence Fee and pay for an initial ASM period. The initial ASM period can be any length of time no less than 1 year. It is calculated at 20% of the Software Licence Fee per annum (pro rata), using the current prices at the renewal date.
  - 4.1.2.2. If ASM is not renewed on expiry, the Software will continue to function in Static Mode, however the Customer will have no access to PD Services or Connectors for the duration of the lapse.
  - 4.1.2.3. ASM status and PD Services availability are determined by Itec and/or its Suppliers records. Where the Customer's licence was purchased or financed through Itec or a Third Party, the Customer is advised to verify their ASM status with Itec. Itec and its Supplier are not responsible for delays or failures by the Customer and/or End User in remitting payments to Itec.
    - 4.1.2.3.1. Static Mode limitations while ASM is expired (PD ASM only)**
      - 4.1.2.3.1.1. **Support:** The Customer is not entitled to Limited Remote Support or upgrades/updates.
      - 4.1.2.3.1.2. **Licence Information changes:** Additions and changes to the Licence Information (including but not limited to changes to the Database Machine hostname) will not be possible.
      - 4.1.2.3.1.3. **Software updates:** Updates, patches, hotfixes and upgrades are not provided and may be technically blocked from executing while ASM is expired.
      - 4.1.2.3.1.4. **Printers and devices:** No printers or Embedded Devices, or other supported hardware may be added, removed, or re-embedded. Printer (and device) identities become locked to their recorded serial numbers (or equivalent hardware identifiers). If a printer/device is replaced or swapped (on the same IP address) such that its identity differs, the Software will detect the change and will not process jobs for that printer/device.
      - 4.1.2.3.1.5. **Users and synchronisation:** No users may be added or removed, and scheduled user synchronisation to Identity Management Systems (including Active Directory and Microsoft Entra ID) will cease. The Software will continue operating only with the user records as they exist at the time ASM expires.
      - 4.1.2.3.1.6. **Connectors:** Access to Connectors will be disabled. This includes (without limitation) any Microsoft Graph connector functionality required for OAuth2 email send/receive and Microsoft Entra ID synchronisation, and any cloud service connectors.
  - 4.1.2.4. If ASM expires and is renewed at a later date, the Customer will be billed for the full lapsed period (pro rata) from the original ASM expiry date up to the renewal date (or such later date as required to restore a full, continuous ASM term). ASM coverage and pricing are not reinstated with a "gap";
  - 4.1.2.5. renewal is backdated to the original expiry date and is payable in full before PD Services are restored.
  - 4.1.2.6. For avoidance of doubt, these Static Mode limitations do not apply to Customers licensed under PD Rental, who receive PD Services as part of the Monthly Rental Fee.

## 5. PRICING

- 5.1. **Pricing changes:** Itec may change its list prices of Device Counts and Software Activations from time to time.
- 5.2. **ASM renewals:** The ASM renewal fee is calculated at the then-current ASM rate (currently 20% per annum) applied to the then-current Software Licence Fee applicable to the Customer's Device Counts and Software Activations at the time of renewal.
- 5.3. **Multi-year ASM:** Where the Customer purchases a multi-year ASM term in advance, the ASM fees for that purchased term are calculated at the time of purchase (unless otherwise agreed in writing).
- 5.4. **PD Rental:** The Monthly Rental Fee may change from time to time on written notice, with changes taking effect from the next billing cycle (or another stated effective date).

## 6. SUPPORT UPDATES AND UPGRADES

- 6.1. **PD Rental Customers:** Receive Limited Remote Support and upgrades as part of their monthly subscription.
- 6.2. **PD ASM Customers:** Receive Limited Remote Support and access to upgrades only if their ASM has not expired. Where PD ASM has expired, the Customer has no entitlement to Limited Remote Support, upgrades or updates. Any assistance (if provided at all) may be refused and/or treated as Excluded Remote Support and billed accordingly.
- 6.3. **Availability of updates and upgrades:** Where the Customer has access to PD Services (PD Rental, or PD ASM that is up to date), Itec and/or its Supplier will make updates and upgrades available from time to time (for example via download). The Customer is responsible for planning, approving and installing updates/upgrades in accordance with its change-control policies. Assistance (if requested) is provided as Limited Remote Support (or billable support at Itec's then prescribed rates, as applicable).
- 6.4. **Limited Remote Support:** Limited Remote Support services require up-to-date ASM or PD Rental. Examples of the type of support are:
  - 6.4.1. Assistance with initial software setup and configuration;
  - 6.4.2. Assistance with connectivity issues between client and server software as well as Embedded Device software;
  - 6.4.3. Card or tag identification issues related to card number interpretation;
  - 6.4.4. Assistance with software upgrades;
  - 6.4.5. Assistance with ensuring outbound connectivity to the PD Licensing Server for licence validation (e.g., providing required destination details and confirming whether the Software can successfully validate).
- 6.5. **Excluded Remote Support:** Excluded Remote Support includes services that are billable at Itec's then prescribed rates, such as:
  - 6.5.1. Software configuration changes resulting from customer infrastructure changes (e.g., server migrations, printer replacements, user identity management changes like Active Directory or Microsoft Entra ID changes);
  - 6.5.2. Manual loading of printer drivers on user PCs;
  - 6.5.3. All on-site support;
  - 6.5.4. Any support relating to hardware issues;
  - 6.5.5. Custom development or modifications to the software;
  - 6.5.6. Training sessions for new users or administrators;
  - 6.5.7. Configuration of new devices or software activations as a result of purchasing additions to the Licence Information;
  - 6.5.8. Customer-side firewall/proxy/secure web gateway changes and/or third-party network/security troubleshooting required to enable connectivity to the PD Licensing Server (beyond providing the minimum technical information required).

**7. CHANGES TO LICENCE INFORMATION**

This is required if the Customer wishes to make additions or subtractions to their Device Counts or Software Activations after the initial installation.

7.1. **PD Rental Customers:** Any additions implemented before month-end will be charged pro rata for the remainder of that month. Any subtractions will be included in the Monthly Rental Fee for the subsequent month.

7.2. **PD ASM Customers:** Any additions to Device Counts or Software Activations require payment of:

7.2.1.1. the additional Software Licence Fee for those additions at the then-current prices; and

7.2.1.2. ASM on the additions pro rata from the quotation/activation date to the existing ASM expiry date. No additions will be implemented unless ASM is up to date and payment has been received.

**8. RESTRICTIONS**

8.1. **Unauthorized Use:** The Customer and/or End User are not permitted to alter, modify, adapt, or otherwise change the Software or its functionality beyond the scope of the Licence Information provided to The Customer and/or End User, including but not limited to exceeding the Device Counts or enabling Software Activations not purchased. Attempting to bypass or circumvent any licence restrictions or device limitations set forth in the Licence Information constitutes a gross breach of this EULA.

8.2. **Prohibited Actions:** The Customer and/or End User You may not distribute, modify, or reverse-engineer the Software. All use of the Software must comply with the terms of this EULA. Engaging in any of these prohibited actions without express permission also constitutes a gross breach of this EULA.

**9. OWNERSHIP**

9.1. The Software and all copies are owned by Itec's Supplier and/or its licensors. All rights not expressly granted are reserved.

**10. CONFIDENTIALITY**

10.1. The Customer and/or End User must maintain the confidentiality of any proprietary information received in connection with the Software.

**11. WARRANTY**

**IMPORTANT: This clause limits the warranties provided by Itec and/or Itec's Supplier. Please read it carefully.**

11.1. The Software is provided "as is" without warranty of any kind, to the extent permitted by law. Nothing in this clause excludes any warranty that cannot be excluded under applicable law.

**12. LIMITATION OF LIABILITY**

**IMPORTANT: This clause limits Itec and/or Itec's Supplier liability to the Customer. Please read it carefully.**

12.1. To the maximum extent permitted by law, Itec's and/or Itec's Supplier, will not be liable for any indirect, special, incidental or consequential damages or losses (including loss of profits, revenue, business, goodwill, anticipated savings, data, or business interruption), arising out of or in connection with the Software or this EULA. Itec's and/or Itec's Supplier's total aggregate liability for any and all claims arising out of or in connection with the Software or this EULA will not exceed the total fees paid by the Customer (for PD ASM: the Software Licence Fee paid; for PD Rental: the fees paid in the preceding 12 months), in each case excluding VAT.

**13. NON-REFUNDABLE FEES**

**IMPORTANT: This clause affects the Customer's right to a refund. Please read it carefully.**

13.1. All fees are non-refundable except to the extent required by law or expressly agreed to by Itec in writing.

**14. DATA AND PRIVACY**

14.1. **Types of Data Processed:** The Software processes the following categories of data in the normal course of its operation:

14.1.1. **User Data:** Usernames, email addresses, PIN numbers, card identifiers, and attributes synchronised from Identity Management Systems (such as Active Directory or Microsoft Entra ID), as configured by the Customer.

14.1.2. **Device and Operational Data:** Printer and Embedded Device names, models, serial numbers, network addresses, regional settings, meter readings, toner levels, and usage dates (last print, copy, scan, and fax dates); PBX identifiers, connection status, call dates, and extension counts.

14.1.3. **Print Job Data:** Metadata relating to print jobs processed by the Software, including job names, user identifiers, page counts, and timestamps.

14.1.4. **Licence Validation Data:** When the Software connects to the PD Licensing Server (for licence validation or licence updates), it transmits the licence key, software version, Database Machine hostname, and the Device and Operational Data described in paragraph (b) above.

14.1.5. **Connector Data:** Where Connectors are enabled, authentication tokens and user identifiers (such as email addresses or usernames for the relevant service) are stored in the Print Director database to facilitate integration with the connected services.

14.2. **Customer Responsibility:**

14.2.1. The Customer is responsible for the personal information stored within its Print Director database and for ensuring compliance with applicable data protection legislation in the Customer's jurisdiction (including, where applicable, the Protection of Personal Information Act 4 of 2013 in South Africa, the General Data Protection Regulation in the European Union, or equivalent legislation).

14.3. **Itec and its Supplier's role:**

14.3.1. Where the Print Director database is hosted on infrastructure managed by the Customer, Itec's Supplier does not have routine access to the Customer's data unless access is provided by the Customer for support purposes.

14.3.2. Where the Print Director database is hosted on infrastructure managed by Itec and/or its Supplier, acts as a data processor on behalf of the Customer and will process personal information only as necessary to provide the Software and PD Services. In such cases, the parties may enter into a separate Data Processing Addendum.

14.4. **Licence Validation Data:**

14.4.1. The Customer acknowledges that the data described in clause 14.1.4 is transmitted to the PD Licensing Server for the purpose of licence validation and operational monitoring. Itec and or its Supplier will not use this data for purposes unrelated to the provision, support, and improvement of the Software and PD Services.

14.5. **Security:**

14.5.1. Itec's Supplier will implement and maintain reasonable technical and organisational measures to protect data processed by the PD Licensing Server and any hosted infrastructure under its control. Itec and/or its Supplier will notify the Customer without unreasonable delay if it becomes aware of a security breach affecting the Customer's data.

**15. LEGAL**

15.1. **Governing Law:** This EULA is governed by the laws of South Africa, excluding its conflict of laws principles.

15.2. **Dispute Resolution:** Any dispute arising out of or in connection with this EULA shall be referred to and finally resolved by arbitration in Cape Town, South Africa, in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA) as in force at the date the

dispute is referred to arbitration. The arbitration shall be conducted by a single arbitrator. This clause does not prevent either party from seeking urgent interim relief from a court of competent jurisdiction.

- 15.3. **Force Majeure:** Neither party shall be liable for any failure or delay in performing its obligations under this EULA to the extent that such failure or delay results from circumstances beyond the affected party's reasonable control, including but not limited to natural disasters, acts of government, pandemics, internet or telecommunications outages, failure of third-party services (including cloud hosting providers, Microsoft services, or other third-party platforms), power failures, or cyber-attacks. The affected party shall use reasonable efforts to mitigate the effects of such an event and shall resume performance as soon as reasonably practicable.
- 15.4. **Termination:** Itec and/or its Supplier may terminate this EULA and revoke respective licences with immediate effect in the event of your gross breach of the EULA, your entry into liquidation or other insolvency proceedings, or your use of the Software to commit criminal offences or otherwise illegal acts. Upon termination of this EULA for any reason:
  - 15.4.1. the Customer's licence to use the Software is immediately revoked;
  - 15.4.2. the Customer must cease all use of the Software and delete or destroy all copies in its possession;
  - 15.4.3. any outstanding fees remain payable; and
  - 15.4.4. Itec and/or its Suppliers may deactivate the Licence Information remotely. Termination does not affect any rights or obligations that accrued prior to termination.
- 15.5. **Assignment:** The Customer may not assign or transfer this EULA or any rights under it without Itec and/or its Supplier's prior written consent. Itec's Supplier may assign this EULA to a successor entity in the event of a merger, acquisition, or sale of substantially all of its assets, provided the successor assumes the obligations under this EULA.
- 15.6. **Notices:** Any notice required or permitted under this EULA shall be given by email to the address last provided by the receiving party. Notice is deemed received on the business day following the date of sending, provided no delivery failure notification is received by the sender. Each party is responsible for notifying the other of any change to its email address.
- 15.7. **Severability:** If any provision of this EULA is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed or modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.
- 15.8. **Entire Agreement:** This EULA, together with any Data Processing Addendum and any written agreement between Itec and its Supplier and the Customer specifying a minimum subscription term or additional licence terms, constitutes the entire agreement between Itec and/or its Supplier and the Customer with respect to the Software and supersedes all prior negotiations, representations, and agreements between those parties relating to its subject matter. For the avoidance of doubt, this clause does not affect any separate agreement between Itec and its Supplier.
- 15.9. **Survival:** The provisions of Sections 1 (Definitions), 9 (Ownership), 10 (Confidentiality), 11 (Warranty), 12 (Limitation of Liability), 13 (Non-Refundable Fees), 14 (Data and Privacy) and 15 (Legal) shall survive the termination or expiry of this EULA.
- 15.10. **Third-Party Software:** The Software may include or depend upon Third-Party Software components, which are subject to their own licence terms. Itec and its Supplier is not responsible for Third-Party Software and makes no warranties regarding its functionality, availability, or fitness for purpose. The Customer's use of Third-Party Software is governed by the applicable third-party licence terms.
- 15.11. **Improvements to the Software:** Nothing in this agreement limits the rights of Itec's Supplier to make improvements to and revisions of the Software and related information.
- 15.12. **References:** Itec and or its Supplier may refer to the Customer as a reference case. However, any use of logos or addition of your name to publicly available websites will be agreed upon separately.

## 16. INVOICING AND PAYMENT:

- 16.1. The Software shall be invoiced monthly in advance.
- 16.2. Payment is due within thirty (30) days from the date of the statement issued by Itec.

## 17. GRACE PERIOD AND SUSPENSION OF SERVICE

- 17.1. In the event that payment is not received within the thirty (30) day period, the Client shall be granted a grace period of seven (7) calendar days to settle the outstanding amount.
- 17.2. Should payment remain outstanding after the grace period; Itec reserves the right to suspend access to the Software until full payment is received.
- 17.3. PD Rental licence has the requirement that the client's server can communicate with our licence server:  
<https://pdlicenceapi.azurewebsites.net/>
- 17.4. Failure to communicate with the licence server for more than 30 days will result in the software ceasing operation

## 18. CONTRACT TERM

- 18.1. This Agreement shall operate on a month-to-month basis.
- 18.2. Either party may terminate this Agreement by providing one (1) calendar month's written notice prior to the intended termination date.