ITEC SA (PTY) LTD SECURITY SERVICE LEVEL AGREEEMENT – MASTER SERVICES TERMS AND CONDITIONS

These are the Itec SA Security Service Level Agreement Master Services Terms and Conditions including the Schedules hereto and shall apply to the Security Equipment Service Level 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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1. ITEC OBLIGATIONS:

1.1. Itec agrees:

1.1.1. To service the Equipment, as detailed in this Agreement and the Schedules thereto ("the goods") in an efficient operating condition, provided that Itec will not be liable for any loss and/or damages, including consequential loss and/or damages, arising directly and/or indirectly from the malfunction and/or failure of the goods to function properly or at all and/or from any cause whatsoever (excluding as a result of gross negligence by Itec), with the Customer hereby waiving all claims it may have against Itec in respect of any such loss so arising as a result of any such malfunction and/or failure, and provided further that Itec will not be under any obligation to so maintain the goods in the event of the Customer not complying with any of the obligations placed upon it in terms hereof.

1.1.2. Travel outside a 25-kilometre radius of Itec SA is outside the base service coverage unless expressly included as a selected custom addition in the Service Order. Travel requirements for separately authorised time-and-materials work must be confirmed with the Customer before attendance.

1.1.3. To service the goods within the selected service scope during normal working hours, being 08h00 to 17h00 Mondays to Thursdays and 08h00 to 16h00 on Fridays, excluding weekends and public holidays. Any service required outside those hours is outside the base SLA inclusions and requires prior arrangement, Customer authorisation and Itec's acceptance in accordance with Schedule 1.

2. CUSTOMER OBLIGATIONS:

2.1. The Customer agrees:

2.1.1. To pay to Itec each month in advance, per debit order and/or electronic funds transfer, all amounts due to Itec in terms of this Agreement, without delay, deduction or set-off, including (but not restricted to) any service charges due, failing which Itec will have the right, summarily and without notice, to suspend the supply of service and support to the Customer until all outstanding amounts due to Itec are paid (without prejudice to any of Itec's other rights and/or remedies). Your signature to the Agreement gives Itec authority to draw against the Customer's bank account, wherever it may be, the amounts due to Itec in terms of this Agreement. Itec will be entitled to charge interest on any overdue amount at prime plus 6% (six percent).

2.1.2. The Customer agrees that the service charge will fluctuate from time to time with changes in our 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 will increase once per year on the anniversary of the Commencement Date by an annual escalation percentage in line with the CPI index.

2.1.3. To pay Itec any bank charges or any other fees, which Itec may have incurred if a Debit Order is returned and left unpaid.

2.1.4. That the maintenance charges specified are those currently in effect as per the Service Level Plan selected on the relevant Schedule to this Agreement. These may be changed provided that Itec has given the Customer 1 (one) months' notice in writing prior to any changes coming into operation.

2.1.5. That the service charge for the period from the date of commencement of this Agreement to the end of the month in which the Agreement commences shall be paid by the Customer on the date of commencement and in the event of such period being less than 1 (one) month the maintenance charge for such period shall be calculated at 1/30th (one thirtieth) of the service charge, for each day of such period.

2.1.6. That charges for services performed outside the specified periods of coverage and for services not covered by this Agreement will be invoiced separately at Itec's then current prescribed rates.

2.1.7. That the service charge specified does not include Value Added Tax ("VAT") or any other statutory levies that may become applicable. For billing purposes VAT. will be added to the charge and will be shown separately.

2.1.8. That if during the currency of this Agreement additions or changes are made to the goods and/or operational features thereof at the request of the Customer, Itec reserves the right to add such equipment to this Agreement and adjust the service charges accordingly.

2.1.9. That any hardware modification, adjustment or repair to the goods is only permissible if authorized and carried out by Itec or its duly authorized agent. Itec may, at its option, with no additional charges to the Customer, make modifications to improve the operation and/or reliability of the goods being serviced under this Agreement.

2.1.10. That the acceptance for maintenance by Itec of the goods in use prior to the signing of this Agreement will be subject to inspection. The payment by the Customer of the costs incurred in the repair, adjustment or reconditioning deemed necessary by Itec to restore the goods to the necessary operation standards will be borne by the Customer. Such costs will be in addition to the service charges.

2.1.11. To provide a suitable environment for the system and afford Itec access at all reasonable times during normal working hours to any authorized representative of Itec for any of the purposes of this Agreement.

2.1.12. To correctly operate and maintain the system in good working order in accordance with the manufacturer's specifications and Itec's instruction upon the terms and conditions contained herein.

2.1.13. The Customer will be liable for repairs to the goods, parts and/or consumables, if such repairs are due to negligence, recklessness, misuse, accident, wilful act and/or omission and/or any causes other than ordinary use of the goods by the Customer. Itec will charge the Customer, at its then current prescribed rate, for repairs, consumables and/or supplies necessitated by any such cause. In the case of a call-out being performed and the reason for fault is deemed, in the sole discretion of Itec, to be the Customer's, the Customer will be liable for a call-out fee, labour, parts, consumables, and any other fees, on the rate Itec charges for call out fees at the time of the call out, and all travelling fees, regardless of the distance.

2.1.14. To inform Itec in writing at least 2 (two) weeks in advance of any required re-siting of the goods, and to ensure that no other party (other than Itec or its duly authorized agent) attends to such re-siting. Itec will provide the Customer with a written quotation setting out the charges to be billed in terms of this clause. Itec will only attend to the re-siting of the goods once the Customer has accepted the quotation in writing. Itec will not be liable for any loss or damages suffered by the Customer as a result of any delay in there re-siting of the goods due to any delay by the Customer accepting the quotation. The Customer will pay Itec the charges for any such re-siting as per the quotation agreed between the parties. If the goods are being re-sited by any person other than Itec or its duly authorized agent, the Customer will be responsible for any damage/s to the goods during such re-siting (without prejudice to any other rights and/or remedies Itec may have in such circumstances) and for this purpose it will be presumed that any defect/s and/or damage/s to the goods, were incurred during such re-siting.

2.1.15. In the event of any changes in the Customer's network environment, affecting the performance of the System in any way, Itec will not be held liable for any loss in productivity, or any other loss or damage suffered by the Customer, and the Customer indemnifies Itec against any loss or damages suffered by anyone as a result of the changes in the performance of the System. The Customer agrees that the

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Customer will be liable to pay Itec any charges billed by Itec to adapt the System to the changes in the Customer's Network Settings, or the Customer's Network environment.

2.1.16. To Itec being entitled to cede and/or assign its rights and/or obligations under this Agreement, as a whole or a portion thereof, without prior notice to, and/or without the prior consent of the Customer.

2.1.17. That it may not cede and/or assign any of its rights and/or obligations under this Agreement without the prior written consent thereto of Itec.

2.1.18. That no warranties, representations, undertakings or promises of whatsoever nature which may have been made by Itec, its agents or representatives, other than those contained herein shall be binding or enforceable against Itec. Furthermore, the Customer acknowledges that no indulgence, concession, or relaxation given by Itec shall be construed as a waiver of its rights under this Agreement.

3. THE SERVICE

3.1. Service coverage is determined by the option expressly selected in the Service Order and the Equipment listed in Annexure A. Base SLA – On-Site includes quarterly preventative maintenance limited to two hours per quarter, unlimited remote support subject to fair usage, and one additional on-site support hour per month. The monthly on-site hour may not be accumulated and expires after one month if unused. Base SLA – Remote Support includes quarterly preventative maintenance limited to two hours per quarter and unlimited remote support subject to fair usage; on-site callouts are not included. The Base SLA pricing includes a maximum of **32 CCTV cameras and/or 8 access control readers and/or 2 full access control doors**. Equipment quantities exceeding these included thresholds shall be deemed additional equipment and shall be charged at the prevailing rates specified in the Service Order. The quarterly allowance is shared across the covered Equipment and is not a separate allowance for each Schedule or equipment category. Replacement parts, equipment, batteries and consumables are not included in either Base SLA; any applicable manufacturer's warranty remains governed by clause 4.

3.2. Where No SLA – Time and Materials is selected, neither base SLA applies. Remote assistance, diagnosis, preventative maintenance, on-site callouts, labour, travel, parts and materials are provided only to the extent separately requested by the Customer and accepted by Itec. There are no included recurring maintenance visits, unlimited support entitlements or monthly on-site hours. Excluded work under an SLA, work exceeding an included allowance, and any selected custom additions must be expressly authorised and recorded in the Service Order or a separate accepted service instruction. An authorised addition of an on-site call-out with one hour's labour applies only in the frequency and quantity selected and does not create unlimited on-site support.

3.3. Faults must be logged in accordance with Schedule 1. Itec will assess and attend to authorised service requests within the selected service scope and the applicable procedures in Schedules 1, 2 and 3. Remote support requires the Customer's cooperation, working connectivity and authorised remote access. Unlimited remote support remains subject to fair usage and does not include on-site attendance, replacement parts, projects or services otherwise excluded by this Agreement. Exhaustion of an on-site allowance does not exhaust the separate remote support entitlement. Normal working hours and arrangements for separately authorised out-of-hours work are governed by Schedule 1.

4. EQUIPMENT WARRANTY

4.1. The standard manufacturer's/supplier's ("Supplier") warranty of a minimum of 12 (twelve) months will apply to the Equipment from the date of delivery of the Equipment supplied by Itec to the Customer ("Warranty Period"). The warranties only apply to goods supplied by Itec.

4.2. The standard terms and conditions of the Supplier's warranty will apply hereto as if specifically set forth herein and is available on request.

4.3. The warranty will be void and lapse immediately if the Customer and/or any unauthorized third party performs any work on the System and/or should any unauthorized and untested equipment be connected to the System.

4.4. The warranty will not cover, inter alia, defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of the goods, including antenna, or cosmetic damage; installation, maintenance, and service of the goods; goods that have been altered or modified without proper authorization by Itec; goods rendered inoperative by fire, flood, lightening, or any Act of Nature; or goods not run on a dedicated and grounded electrical outlet with a surge protector and/or goods damaged from power surges.

4.5. In the event of equipment failure during the Warranty Period, Itec will collect and send the goods to the Supplier for repair or replacement of the goods or any defective part, in Itec and the Supplier's sole discretion.

4.6. The goods must be in a suitable container accompanied by the Customer's sales receipt or comparable substitute proof of sale showing the date of purchase, the serial number of the respective Equipment and Itec's name and address.

4.7. The Customer must log a call with security@itecgroup.co.za or phone Itec on 086 101 ITEC to lodge a warranty claim.

4.8. The Supplier may, at its sole option, use refurbished or new parts or components when repairing any goods or replace the goods with refurbished equipment. The Warranty Period on all repaired/replaced goods will be for a period equal to the remainder of the Warranty Period on the original goods. All replaced parts, components, boards, and equipment shall become the property of the Supplier.

4.9. The Customer must pay all parts, shipping, and labour charges for the repair or return of any goods not covered by the warranty as determined by the Supplier in its sole discretion.

4.10. Except as stipulated in the warranties herein, the Customer takes the System "as is". Itec makes no representation or warranty with respect to the goods except those stated herein and there are no conditions, express or implied, statutory, or otherwise, of any kind whatsoever with respect to the goods. No instruction manual shall be construed to create an express warranty of any kind whatsoever with respect to the goods.

4.11. All implied warranties and conditions that may arise by operation of law, including if applicable, but not limited to the implied warranties of merchantability and fitness for a particular purpose; any implied warranties arising from statue, trade usage, course of dealing, or course of performance warranties of title or non-infringement; design, condition, quality, or performance of the product; the workmanship of the product or the components contained therein; compliance of the product with the requirements of any law, rule, specification or contract pertaining thereto; are hereby expressly excluded unless specifically contained in the warranty terms and conditions, and Itec disclaims all such warranties.

4.12. Itec shall not be liable for any damages of any kind, including, but not limited to incidental, special or consequential damages, loss of anticipated profits or benefits, or for damages arising from any sort, resulting from the Customer's, use, or misuse of, or inability to use the System or arising directly or indirectly from the use or loss of use of the System or from the breach of the express warranty, or for any breach of contract or for any claim brought against the Customer by any other party. Itec makes no warranties or representations and there are no conditions, express or implied, statutory, or otherwise, as to the quality, capabilities, operations, performance or suitability of any third-party software or equipment that is included with the System supplied by Itec or otherwise, including the ability to integrate any such software or equipment with the System.

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4.13. Itec will provide the Customer with a quotation for the replacement or repair of all goods that fall outside of the warranty period together with applicable call out, travel and labour fees at Itec's then prescribed rate. Itec will supply the goods and applicable services on acceptance by the Customer, of Itec's quotation.

5. DOWNTIME AND DELAY

5.1. The Customer acknowledges that the use of the goods might be suspended from time to time, whilst maintenance and other services are provided to the Customer in terms of this Agreement, and the Customer hereby agrees to indemnify Itec against any loss or damage, whether direct or consequential, and/or any costs, claims or demands of any nature arising from such suspension.

5.2. The Customer hereby agrees that from time-to-time Itec may rely on third parties for the provision of the services, connectivity and/or maintenance of the goods and therefore indemnifies Itec against any loss or damage, whether direct or consequential, and/or any costs, claims or demands of any nature arising from a suspension or delay in the services and maintenance provided, or use of the goods, if caused by any third party or third-party supplier.

6. DURATION OF AGREEMENT

6.1. This Agreement commences on the Effective Date specified in the Service Order and continues on a month-to-month basis from such Effective Date, with no fixed Initial Term. Either party may terminate this Agreement by giving the other party 90 (ninety) calendar days' written notice in accordance with clause 16. The Agreement remains in force throughout the notice period. Where No SLA – Time and Materials is selected, the notice period duration does not create any recurring maintenance expectation and support is excluded. Rights of termination for breach and other expressly stated grounds remain subject to the applicable provisions of this Agreement.

6.2. Notwithstanding the provisions of clause 6.1. above, in the event of Itec being unable, due to no fault of its own, to supply parts required and/or in the event of the technology used in such goods being rendered outdated and Itec no longer having technicians and/or personnel with the necessary technical expertise in order to service the goods in an efficient operating condition, or in the event of this Agreement no longer being economically viable for Itec, Itec will be entitled to cancel this Agreement on 90 (ninety) calendar days' prior written notice to the Customer. On such cancellation by Itec, either party will have no further rights and/or obligations in respect of the other arising out of and/or in terms of this Agreement, other than Itec's right to claim payment of any amounts due by the Customer to Itec in terms of this Agreement, and the Customer's reciprocal obligation to make payment thereof to Itec.

7. ADDITIONAL TRAINING AND SERVICES/PRODUCTS

7.1. Itec will provide the Customer with instructions on how to use the goods when supplying the System to the Customer. In the event of the Customer requiring further instructions and/or training in respect of the use of the System, Itec agrees to attend to such further instructions and/or training where reasonably possible and the Customer will be liable to Itec for the costs thereof at Itec's then prescribed rate. Itec will provide the Customer with a written quotation setting out the charges to be billed in terms of this clause. Itec will only provide the training once the Customer has accepted the quotation in writing. Itec will not be liable for any loss or damages suffered by the Customer as a result of any delay in the training being provided due to any delay by the Customer accepting the quotation.

7.2. At any stage throughout the duration of this Agreement, Itec may, at the Customer's request or as indicated by Itec as necessary from time to time, supply the Customer with services/products and/or software that were not applicable to this Agreement at the time of the Customer's signature hereto. Itec will provide the Customer with a written quotation setting out the charges to be billed in terms of this clause. Itec will only provide the services/products and/or software once the Customer has accepted the quotation in writing. Itec will not be liable for any loss or damages suffered by the Customer as a result of any delay in the services/products and/or software being provided due to any delay by the Customer accepting the quotation. The provisions of this Agreement will, from the date of the acceptance of the quotation by the Customer or the provision of the services/products and/or software, whichever is earlier, apply to such additional services/ products and/or software in all respects.

8. EXCLUSIONS

8.1. Without derogating from and in addition to any other provisions herein contained, the service charges and other charges (if any) due in terms of this Agreement do not cover:

8.1.1. replacing any missing parts.

8.1.2. repair or maintenance required as a result of improper use.

8.1.3. repair or maintenance required as a result of force majeure events, including, but not limited to, any event beyond a party's reasonable control affecting the performance of its obligations in terms of this Agreement including any Acts of God, such as cloud cover and/or rain, earthquake, solar flares and any other natural phenomenon, fire, flood, extraordinary storm, lightning, and/or the like; civil disorder, war (whether declared or undeclared and including the serious threat of same) or military operations or armed conflict; invasion and acts of foreign enemies; nuclear, chemical or biological contamination; plague; epidemic; national or local emergency; riots; sabotage blockages and embargos; commotion or rebellion; acts of terrorism; acts or omissions of government agencies or of other telecommunication service providers; major pro-longed power interruptions, including but not limited to load shedding; strikes, lockouts and industrial disputes of any kind; explosions or any other acts or omissions of persons beyond the reasonable control of the affected party;

8.1.4. including but not limited to, natural disasters such as floods, earthquake or lightning, or any other Act of God.

8.1.5. repair or maintenance required as a result of strikes, riots and acts of war, act of government or terrorism.

8.1.6. repair or maintenance required as a result of surges to the main electricity supply arising from any cause whatsoever.

8.1.7. replacement of batteries and the cost of installation thereof.

8.1.8. maintaining or repairing headsets.

8.1.9. the repair and maintenance of any equipment, servers, PC's and operating software, which become obsolete due to technical advancements and hence render the specific hardware or software installed inoperable or incompatible.

8.1.10. service and/or repairs necessitated by and/or arising out of:

8.1.11. maintenance and/or repairs performed without the prior authorisation of Itec;

8.1.12. tampering with the goods by any person not authorised by Itec;

8.1.13. damage caused by Customer or any end user of the goods whether due to negligence or misconduct;

8.1.14. unsuitable environmental influences;

8.1.15. maintaining or repairing any equipment or accessories not listed on the relevant Schedule to this Agreement;

8.1.16. the day-to-day operational maintenance of the System as well as any backups that may be required by the Customer from time to time;

8.1.17. if maintenance services are required for any of the reasons or causes stated above, such service shall be provided on a best effort basis at Itec then current prescribed rates and payable within 30 (thirty) days of the date of Itec's invoice in respect thereof;

8.1.18. any damage caused by static electricity, power surges, misuse and/or any condition arising out of other connected goods, including

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(but not restricted to) telephone line connections and/or power source; and

8.1.19. network connectivity and/or support thereof, software upgrades or reloading of software to goods.

8.2. Notwithstanding anything herein contained, Itec will not be responsible for any loss and/or damages of whatsoever nature, whether direct, 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. EXEMPTION FROM LIABILITY

9.1. The Customer shall not under any circumstances have any claim or right of action whatsoever against Itec for loss, damages, or otherwise, nor shall the Customer be entitled to withhold or defer payment of any amount payable under this Agreement by any reason of any fault in the System or any interruption or disturbance in the Customer's use of the System irrespective of the cause thereof.

9.2. Itec shall not be liable for: -

9.2.1. any damages to the Customer's premises or any damage to or loss of property situated on the Customer's premises (whether the property of the Customer or that of anyone else);

9.2.2. any loss of profit, loss of business or any other loss whether direct or consequential caused by any delay in rendering the services.

9.2.3 any personal injury sustained on the Customer's premises by any director, employee, agent or invitee or any other person arising from or occasioned by the negligence of Itec, its employees, or agents or from any cause whatsoever, and the Customer hereby indemnifies Itec against any claim of whatsoever nature that may be made against Itec by any director, employee, agent, invitee or any person, in respect of personal injuries or damage to the Customer's premises or the loss of/or damage to property situated on the Customer's premises.

10. BREACH

10.1. In the event that the Customer allows any additional equipment or services to be provided by any other party or supplier without the written permission of Itec which may impact any of the goods or Systems provided in terms of this Agreement, and/or in the event of any amount due by the Customer to Itec in terms hereof not being paid on or before the due date thereof, and/or the Customer cancelling the Agreement for any reason whatsoever without giving the 90 (ninety) calendar days' written notice required by clause 6.1 and/or in the event of the Customer breaching any of the terms of this Agreement (all of which terms are deemed material), Itec will be entitled forthwith to cancel this Agreement and claim all amounts which are in arrears at the date of termination of this Agreement, including interest, and further claim the aggregate value of the service charges which would have been payable in terms of this Agreement up to the earliest possible date upon which this Agreement could have terminated by notice.

11. NON-CIRCUMVENTION

11.1. Neither party to this Agreement shall, without the written consent of the other party, which consent shall not be unreasonably delayed or withheld, directly, indirectly or in any capacity as agent, contractor or otherwise, at any time while this Agreement is in force and for a period of 2 (two) years after termination of this Agreement for whatever reason, approach, encourage, entice, induce, solicit, or cause a third party to employ any person employed by the other party.

11.2. In the event of either of the parties ("Soliciting Party") employing the employee of the other party contrary to the provisions of 11.1, the Soliciting Party shall be obliged to effect payment of an amount equal to the total annual cost to company of the employee to the employer within 30 (thirty) days of the date of appointment of the employee by the Soliciting Party as pre-liquidated damages without prejudice to any other rights the employer may have in law vis-à-vis the Soliciting Party.

11.3. At any time prior to the expiration of this Agreement and for a period of 2 (two) years thereafter, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the disclosing party shall constitute Confidential Information and the receiving party or any of its affiliates or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the disclosing party):

11.3.1. directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the disclosing party; or

11.3.2. seek to by-pass, compete, avoid or circumvent the disclosing party from any business opportunity that relates to the Agreement by utilising any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

11.4. The receiving party covenants that any financial gain made by it, or any associated party, from a breach of this clause 11 shall be held on trust for the benefit of the disclosing party and then be transferred to a nominated account of the disclosing party, until which time such outstanding amount shall incur interest at the rate of prime plus 4% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the receiving party shall pay the interest together with the overdue amount.

11.5. Clause 11.4 does not affect the disclosing party's ability to also sue for damages should the covenants in clause 11 be violated in any way.

12. CONFIDENTIALITY

12.1. The Parties acknowledge that during the currency of this Agreement each party may come into contact with confidential information and trade secrets belonging to each other ("Confidential Information") and undertake that, both during the duration of this Agreement and at all times thereafter, each will refrain from disclosing any such information to any third party in any manner, whether directly or indirectly, for any purpose other than to fulfil its obligations under this Agreement.

12.2. The Parties will keep confidential and will not, without the prior written consent of each other, disclose to any person the details of this Agreement, as well as the details of all the transactions or agreements contemplated in this Agreement, and all information relating to the business or the operations and affairs of the Parties.

12.3. This clause will survive the termination of this Agreement.

13. GENERAL TERMS

13.1. Itec and the Customer agree that:

13.1.1. This Agreement compromises 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.

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13.1.2. Should a party hereto instruct an attorney to collect any overdue amount or take any other action under this Agreement for the enforcement of its rights hereunder, the other party will be liable to pay all such attorney's fees and other legal charges on the scale as between attorney and own client, whether Court proceedings have been instituted or not.
13.1.3. The parties hereto consent to the jurisdiction of the Magistrate's Court in respect of any proceedings arising out of this Agreement.
13.1.4. A certificate signed by any director or manager of Itec, whose appointment and designation need not be proved, will be prima facie proof of the Customer's indebtedness to Itec, the rate of interest payable thereon and the date from which such interest is calculated.
13.2. Each and every clause of this Agreement is to be construed as separate and divisible from each and every other clause herein, and in the event of one or more of such separate and divisible clauses being found to be invalid and/or unenforceable for any reason whatsoever, the validity of the other clauses and/or provisions generally of this Agreement will not be effected and/or affected thereby.
13.3. Itec reserves the right to withhold without liability any services authorized by the Customer under this Agreement if the Customer does not meet the conditions for payment for any service.
13.4. Should the Customer become sequestrated or assign his estate, or be placed in liquidation, whether provisional or final, or under judicial management, or should the Customer effect a general compromise with creditors or any other arrangement with creditors necessitated by or attributable to the Customer being unable to pay its debts, then Itec shall be entitled, but not obliged, to cancel this Agreement forthwith, but without prejudice to any claim which Itec may have against the Customer for any amounts due under this Agreement and any damages arising from the termination of this Agreement.
13.5. Itec reserves the right to have the maintenance service provided for in this Agreement carried out by an authorized agent, subject to no diminution Itec's obligations to the Customer.
13.6. No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the duly authorized representatives of Itec and the Customer.
13.7. This Agreement is governed by the laws of the Republic of South Africa, constitutes the entire agreement and replaces all prior agreements and communications between the parties with regard to the subject matter.
13.8. The Customer chooses as its address for service and/or delivery of notices, pleadings and/or documents, its physical address specified under the Customer Details on the cover page of this Agreement. Such address may be changed by written notice sent by the Customer to Itec by email or registered mail. Any notice delivered to the Customer's chosen address will be deemed to have been received on the date of physical delivery; within 3 days from the date of posting; or on the date of successful transmission of the email.
13.9. The Customer hereby confirms and warrants that, as at the date of this Agreement, its annual turnover or asset value is equal to or exceeds R2 million. Furthermore, the Customer undertakes immediately to notify Itec in writing in the event of its annual turnover or asset value dropping below R2 million at any stage throughout the duration of this Agreement, failing which it will be deemed that the Customer's annual turnover or asset value has remained above R2 million throughout the duration of this Agreement.
13.10. All risk in and to the goods will pass to the Customer upon delivery thereof to the Site and it is the responsibility of the Customer to have such goods comprehensively insured. The Customer will be liable for any loss, theft and/or damage to the goods.

14. DATA PROTECTION

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

14.2. PROCESSING OF PERSONAL INFORMATION
14.2.1. Each party warrants to and in favour of the other that it shall at all times during the term of this Agreement comply with Data Protection Legislation.
14.2.2. The Customer acknowledges that Itec may be required to Process the Personal Information of the Customer and other relevant data subjects (including the Customer's customers) ("Customer Personal Information") in connection with and for the purposes of providing its services to the Customer and for fulfilling its obligations in terms of this Agreement.
14.2.3. Itec shall —
14.2.3.1. only Process the Customer Personal Information for the purpose(s) connected with the provision of the services and to the extent strictly necessary to provide the services, except to the extent specifically requested to do otherwise by the Customer in writing or required by Data Protection Legislation or other applicable laws;
14.2.3.2. comply with all reasonable, lawful directions and instructions which may be given by the Customer regarding the Processing of the Customer Personal Information;
14.2.3.3. only Process the Customer Personal Information strictly in compliance with Data Protection Legislation and Itec's privacy policy (available on the Itec website or on request); and
14.2.3.4. secure the integrity and confidentiality of the Customer Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent –
14.2.3.4.1. loss of, damage to, or unauthorised destruction of the Customer Personal Information; and/or
14.2.3.4.2. unlawful access to or unlawful Processing of the Customer Personal Information.
14.2.4. Where the Customer provides Itec with Personal Information relating to a third party data subject (including but not limited to the Customer's staff, suppliers, customers, directors, shareholders, and affiliates), the Customer warrants that it has obtained all necessary approvals and/or consents, as applicable, from such third party data subjects and to the extent required by applicable law, for the Customer to share such Personal Information with Itec (unless otherwise authorised to share their Personal Information in terms of another lawful basis).
14.2.5. The Customer shall be liable to Itec for its failure to comply with any of its obligations under this clause 14, and shall indemnify Itec against all claims, damages, costs, or administrative fines arising therefrom, except to the extent caused by Itec's breach of its obligations. The indemnification provisions in this clause 14 are in addition to, and do not in any way derogate from, any statutory or common law remedy Itec may have for breach of this Agreement, including breach of any representation or warranty.

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15. APPLICABLE LAW

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

16. DOMICILIUM AND NOTICES

16.1. The Parties choose domicilium citandi et executandi ("domicilium") for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from these Terms and Conditions the physical address, fax number or e-mail address as set out in the Service Order.

16.2. Each Party shall be entitled from time to time, by written notice to the other/s, to vary its domicilium to any other physical address within South Africa, fax number or e-mail address.

16.3. Any notice given, and any payment made by a Party to another Party which is delivered by hand during the normal business hours of the addressee at the addressee's domicilium shall be rebuttably presumed to have been received by the addressee at the time of delivery.

16.4. Any notice given by a Party to another Party by fax or e-mail shall be rebuttably presumed to have been received by the addressee on the date of successful transmission thereof.

16.5. Notwithstanding anything to the contrary in this clause 16, a written notice or other communication actually received by a party shall be adequate notice to it notwithstanding that the notice was not delivered to its given domicilium or in the manner contemplated by the foregoing provisions of this clause 16.

17. INDEPENDENT ADVICE AND RELIANCE

17.1. Each of the Parties hereby acknowledge and agrees that –

17.1.1. it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of these Terms and Conditions and Service Order and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so;

17.2. all of the provisions of these Terms and Conditions and Service Order and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with these Terms and Conditions and Service Order; and

17.3. it has not placed any reliance upon the advice, views and/or opinions expressed by the other of them or the other Party's independent legal, tax and other advisors in the preparation, negotiating, executing, and implementing of these Terms and Conditions and Service Order.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. All right, title and interest in and to the "Itec" name and logos and/or any other trademarks, brand names and/or logos used by Itec, or the Itec group of companies and/or which relate to the Equipment, Services and the Software ("Trademarks") vest in Itec (or its supplier and/or licensee, as the case may be), and the Customer has no claim of any nature thereto. Similarly, all rights in and to the intellectual property associated with and/or relating to the Software, Services and the Equipment irrevocably vests in Itec (or its suppliers or licensees, as the case may be), and all Software provided remains the exclusive property of Itec (or its suppliers or licensees, as the case may be).

18.2. The intellectual property rights attaching to the Software may be held by the third-party owner thereof. Accordingly, to the extent permitted by such third-party, Itec hereby grants to the Customer and/or the User a non-exclusive license to use the Software for the purpose for which it was supplied for the duration of these Terms and Conditions.

18.3. Before Itec supplies any Software to the Customer, the Customer shall enter into the applicable software license agreement pertaining to the Software to protect the intellectual property rights of Itec and its suppliers or licensees in and to the Software. If the Customer breaches any of the terms of any such software license agreement, Itec shall be entitled to terminate such software license agreement or cause any such software license agreement to be terminated with immediate effect, without prejudice and in addition to any and all other rights and remedies of Itec in such circumstances. The Customer hereby consents to Itec inspecting an installation at the Site for the purpose of verifying whether a programme configuration of Software supplied to the Customer conforms to the Customer's information as registered with Itec and/or as specified in the applicable software license agreement, and in the event of the Customer's system being discovered to contain an installation or configuration of the Software not in conformity with the Customer's information as registered with Itec and/or as specified in the applicable software license agreement, Itec shall be entitled to terminate the Customer's unauthorised use of the Software.

18.4. The Customer undertakes to keep confidential all operating manuals and other documentation supplied by Itec in terms of these Terms and Conditions and shall disclose same to its employees, agents or contractors on a need-to-know basis.

18.5. The Customer shall not nor permit anyone else to, without the prior written consent of Itec, to copy, reverse engineer, decompile, modify, tamper with, vary, enhance, copy, sell, lease, licence, sub-licence or otherwise deal with the Software, the operating manuals or other documentation, or any part, variation, modification, release or enhancement thereof or have any software or program written or developed based on it;

18.6. The Customer shall not, by means of the Services, infringe the intellectual property rights of any third-party by means of, inter alia, the using, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing or distributing Software, video or audio content or any other material owned by any third-party and protected in terms of any intellectual property rights, trademark law or other proprietary rights.

18.7. The Customer hereby indemnifies Itec against any costs, claims, damages and/or expenses which may be incurred by Itec as a result of any claim brought by any third-party arising out of the breach of the provisions of this clause 18 (whether by the Customer, the User or any other party engaged by the Customer and/or the User), including all and any legal costs incurred on an attorney and own client scale.

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Schedule 1 – Call Logging and Escalation Procedures

This Schedule 1 in conjunction with and subject to the Itec SA Security Service Level Agreement Master Services Terms and Conditions Version , published at http://itecgroup.co.za/ - *The Legal Stuff,* sets out the definitions and call logging and escalation procedures and the service level terms and conditions relating to the Service Level Plans offered and supported by Itec to the Customer.

1. Preventative Maintenance

1.1. Preventative maintenance is maintenance that is performed at specific intervals on a piece of equipment to lessen the likelihood of it failing. Preventative maintenance is performed while the equipment is still working, so that it does not break down unexpectedly. Preventative maintenance is planned so that any required resources are available.

1.2. Both base SLA options include quarterly preventative maintenance limited to two hours per quarter across the covered Equipment. The applicable CCTV and access control tasks are described in Schedules 2 and 3, subject to this shared allowance.

1.3. No recurring preventative maintenance is included under No SLA – Time and Materials; maintenance must be separately requested, quoted and authorised.

1.4. Replacement and loan equipment subject to availability on suppliers.

2. Pro-Active Service

2.1. Pro Active Service is support that is in place for the event of non-preventative maintenance failures of equipment during the year.

2.2. Call is logged through security@itecgroup.co.za where the Customer is issued a ticket, and a technician is allocated depending on the relevant service as set out in the Schedules to this Agreement.

2.3. Base SLA – On-Site includes one additional on-site support hour per month, which may not be accumulated and expires after one month if unused. Base SLA – Remote Support does not include on-site callouts. On-site work beyond the applicable allowance, excluded work and all work under No SLA – Time and Materials require separate Customer authorisation and acceptance by Itec. Both base SLA options retain unlimited remote support subject to fair usage; using an on-site allowance does not remove that remote entitlement.

2.4. Replacement and loan equipment are subject to availability and the applicable warranty or separate agreement; neither is an included base SLA entitlement.

3. Working Hours

3.1. Itec's normal working hours are Monday to Thursday, 08:00 to 17:00, and Friday, 08:00 to 16:00, excluding weekends and public holidays. Included SLA services are provided during these hours. Services outside normal working hours, including weekend attendance, are not included in either base SLA and require prior arrangement, Customer authorisation and acceptance of quotation and Itec's acceptance, subject to personnel availability. No SLA – Time and Materials requests are also subject to these working hours and terms unless otherwise expressly agreed.

4. Out of Plan Support

4.1. Services outside the selected SLA scope, beyond an included allowance or outside normal working hours require separate quotation, Customer authorization and acceptance by Itec. All services under No SLA – Time and Materials are separately requested, quoted and authorized. Applicable OEM warranty rights remain separate from the selected support entitlement.

4.1.1. The exclusions below apply to both base SLA options unless an inclusion is expressly recorded in the Service Order. Under No SLA – Time and Materials, these activities are not included entitlements and may be undertaken only as separately quoted and authorised work accepted by Itec. A manufacturer's warranty does not itself confer an included on-site support entitlement.

4.1.2. Moves, adds or changes required to your system.

4.1.3. Equipment failures as result of malicious damage, lightning/electrical surges and water damage

4.1.4. Call outs and travel because of failures caused by external service providers.

4.1.5. Replacement of parts.

5. Request for Service Procedure

5.1. Adherence to these procedures will ensure the best possible response and timeous resolution of your call.

5.1.1. Contact our Customer Service Centre by means of any of the following methods:

5.1.1.1. By email to security@itecgroup.co.za

5.1.1.2. By telephone on 086 101 ITEC

5.1.2. We will require the following information from you in order to expedite your request:

5.1.2.1. Your Company's name.

5.1.2.2. Your Company's telephone number

5.1.2.3. The type of equipment and a brief description of the fault.

5.1.2.4. An order number will be required if the equipment or the nature of the service is not covered by a Maintenance Agreement.

5.1.2.5. The name of your contact person to whom we should provide feedback or make any follow up calls as may be necessary from time to time.

5.2. **Please Note:**

5.2.1. You will receive a REF number when your request is reported to our Support Desk. This reference number will assist us during any further enquiry into the progress or status of your request for service.

5.2.2. A qualified technician may call you from our Service Centre to attempt to rectify the problem over the telephone or via remote access. Your assistance will be appreciated and may ensure that the fault is repaired remotely or alternatively that an engineer is dispatched with the necessary background knowledge of the fault.

5.2.3. The following escalation procedures may be used as standard, unless otherwise specified on each Schedule to this Agreement, if the fault is not rectified within the time parameters specified in the Schedules to this Service Level Agreement. Please make sure that you are aware of these time parameters:

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Priority Type	Definition	Response Time	Resolution Time
Priority 1	Business is severely affected and no work around is available.	Within 4 hours	Within 12 hours
Priority 2	Business is partially affected	Within 8 hours	Within 24 hours
Priority 3	Business is not affected, and request is not critical	Within 16 hours	Within 48 hours

Escalation Path	
Security Team Leader	086 101 ITEC
Resolution Centre Manager	011 236 2095
Service Manager	011 236 2059

6. SLA Definitions and Explanatory Notes

6.1. Remote Support

6.1.1. All faults must be logged via email to security@itecgroup.co.za during Itec's normal Working Hours.
6.1.2. Base SLA options include unlimited telephonic support during normal Working Hours, subject to fair usage.
6.1.3. No SLA – Time and Materials includes no telephonic support entitlement unless separately quoted and authorised.
6.1.4. Both Base SLA options include unlimited remote support during normal Working Hours, subject to fair usage and authorised remote access.
6.1.5. Remote support includes fault diagnosis, troubleshooting, system health checks, user administration assistance, software and configuration support, reporting assistance, review of system logs, backup guidance and reasonable support to customer-appointed system administrators. Fair usage does not extend support to excluded equipment, projects, upgrades, installations, relocations or other services outside the scope of the SLA.
6.1.6. No SLA – Time and Materials includes no remote support entitlement unless separately quoted and authorised.
6.1.7. All remote access must be allowed by one of the following methods:
6.1.7.1. VPN.
6.1.7.2. TeamViewer or a similar remote access application approved by Itec.
6.1.8. Support does not itself include on-site attendance. The separate monthly on-site allowance applies only to Base SLA – On-Site. On-site callouts under Base SLA – Remote Support or No SLA – Time and Materials require separate quotation and authorisation.
6.1.9. General first-line troubleshooting, fault diagnosis and remote fault checking will be performed remotely on all logged calls before any on-site attendance is considered.
6.1.10. Remote support excludes hardware repairs, equipment replacement, cabling, network infrastructure, software licensing, project-based work, system expansions, system upgrades and any third-party costs unless otherwise expressly stated in the Service Order.

6.2. Database Changes

6.2.1. Must be provided via remote access, does not include any onsite support.
6.2.2. Includes all changes to access control, CCTV, telephony databases and recordings on the system, for example:
6.2.2.1. Usernames
6.2.2.2. User profiles
6.2.2.3. Access lists
6.2.2.4. Creation of new users, deletion of old users
6.2.2.5. Reports
6.2.2.6. Camera names
6.2.2.7. CCTV video footage extraction
6.2.2.8. Configuring of inbound or outbound calls routes
6.2.2.9. Configuring of Auto Attendant options
6.2.2.10. Configuring of afterhours routing or messages
6.2.2.11. Time profiles

6.3. Onsite Support

6.3.1. Travel for included on-site services is limited to a 25-kilometre radius of Itec SA. Travel outside this radius requires separate Customer authorisation unless expressly included as a selected custom addition in the Service Order. No included call-out or travel entitlement arises under Base SLA – Remote Support or No SLA – Time and Materials.
6.3.2. Included on-site technical time is limited to the quarterly preventative maintenance allowance and, for Base SLA – On-Site only, the additional monthly support hour. Further on-site time requires separate authorisation; neither base SLA includes unlimited on-site labour.
6.3.3. Where appropriate, fault-related on-site attendance follows an unsuccessful remote diagnosis or resolution attempt, subject to the selected allowance or separate authorisation. This requirement does not apply to scheduled quarterly preventative maintenance visits.

6.4. Hardware and End Point Devices

6.4.1. Replacement equipment is not included in either base SLA. Any replacement is subject to the applicable manufacturer's warranty or separate Customer authorisation and equipment availability. Support response times do not guarantee replacement equipment delivery.
6.4.2. Loan equipment may be supplied by agreement, subject to stock availability; it is not a guaranteed inclusion or remedy for a missed response time. Any loan equipment supplied must be in working condition and suitable for the agreed temporary use but need not be new.
6.4.3. Once the equipment is repaired, the equipment will be returned to the Customer's site, and loan equipment will be recovered.
6.4.4. Equipment replaced will remain the property of Itec and faulty equipment recovered will become the property of Itec.

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7. Fair Use Policy

7.1. Although we are able to provide unlimited remote and telephonic support for the Customer, there is a 'fair use' limit of 3 separate tickets per device, per calendar month for unrelated incidents. As an example, if we need to repair the same device for an ongoing problem or a particular repair is expected to take a long time the support is unlimited (subject to all other conditions), but should a single device suffer varied unrelated problems the support is limited to three single tickets within a month. This is because numerous unrelated problems on a device are symptomatic of hardware failure and Itec will make a recommendation to replace or repair subject to warranty terms.

7.2. The following exclusions are not counted as 'unlimited' and will be quoted and invoiced for separately:

7.2.1. Training sessions (planned, groups or anything that requires more than 10 minutes dedicated instruction in total;)

7.2.2. New hardware or 3rd party software installations (if a new server, workstation, software rollout or IT system is required a pre-approved quote will be required before any work carried out);

7.2.3. Repeat faults as a direct result of end users ignoring recommendations provided by Itec;

7.2.4. Faults with 3rd party software which Itec is not able or authorized to work with;

7.2.5. General misuse by the Customer of the System, Hardware or Software;

7.2.6. Any projects which fall outside of normal maintenance and support, each such project to be quoted and approved by the Customer separately.

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Schedule 2 – CCTV Service Level Agreement

1. Terms and Conditions to CCTV Service Level Agreement

This Schedule 2 in conjunction with and subject to the Itec SA Security Service Level Agreement Master Services Terms and Conditions Version, published at http://itecgroup.co.za/ - The Legal Stuff, and Schedule 1, sets out the service levels relating to the Service Level Plans offered on CCTV products supplied and supported by Itec to the Customer. The Customer agrees to be pro-active in helping Itec maintain and operate in the most efficient manner possible with respect to their CCTV and access control needs. These terms and conditions specifically cover on-site, remote login or maintenance for Equipment and/or Software ("the goods") supplied by Itec to the Customer as listed in this Schedule 2. Support is provided as set out in this Schedule 2. Pro-active service, dependent on the Service Level Plan accepted by the Customer, will include, but is not limited to the following:

1.1 Loan equipment, substituted with closest specifications to faulty camera and is subject to stock availability if problem is not fixable. This does not apply to any Itec supplied Equipment that falls outside of the OEM Warranty, loan equipment supplied outside of the OEM Warranty will be charged at Itec's then prescribed rates.
1.2 Warranty replacement parts will be replaced in line with the manufacturer's OEM warranty process. Replacement of parts that fall outside of the OEM Warranty will be charged at Itec's then prescribed rates.
1.3 Pro-active service during Itec's normal working hours includes but is not limited to:
1.3.1 Check history of the goods since last maintenance visit.
1.3.2 Visually inspect all major components (include cabling & connections where accessible) for signs of deterioration or damage and rectify as necessary.
1.3.3 Check all control equipment (e.g. monitors, Video Recorders, POE Switches) for correct operational and programming (include time/date settings).
1.3.4 Clean cameras lenses & housings as necessary.
1.3.5 Check lenses for correct focusing & operation of auto-ins and adjust as necessary.
1.3.6 Check lenses for correct field of view and adjust as necessary.
1.3.7 Check the satisfactory transmission of images to remote site (where applicable).
1.3.8 Inspect brackets, housings & associated fittings for corrosion or damage.
1.3.9 Ensure clamping bolts/brackets are tightened correctly.
1.3.10 Repair any minor faults as reported by the customer appointed System Manager who will physically check the CCTV goods to make sure it is fully operational and report any defects or damage.
1.3.11 Return goods to operational status (where applicable).
1.3.12 Full reporting of maintenance visits by email (Log test results).

2. Main Provisions – Maintenance & Monitoring

2.1. The following are chargeable for both labour and parts:
2.1.1. all visits to faults caused by Acts of God; failure of power supply; fire; damage caused by the Customer or by the Customer's negligence;
2.1.2. wilful damage by any other person or animal.
2.2. The following are chargeable for both labour and parts:
2.2.1. any equipment damaged by lightning.
2.2.2. any equipment that is down at the time this agreement is executed.
2.2.3. Does not include out of warranty equipment outside of the manufacturer's OEM Warranty.
2.3. Special provisions of these terms and conditions shall include:
2.3.1. labour required to replace "out of warranty" equipment.
2.4. All incidental materials (patch cables, adapters etc.) necessary to make the replacement equipment fully functional will be charged by Itec at then prescribed rates.
2.5. The following are chargeable for both labour and parts:
2.5.1. any new equipment additions or special projects for each property.
2.5.2. Does not include any bucket trucks, lifts, hoists, or scaffolding.
2.5.3. DIY systems are excluded.
2.6. Maintenance definition: Any repair, service, software support, or general systems operation support for existing equipment of the CCTV Surveillance System and Access Control System. Itec and its contractors/partners will repair, re-work, configure, and/or replace as needed under the standard monthly pricing for labour in these terms and conditions.
2.7. Please refer to replacement of hardware as set forth in this agreement.
2.8. Upgrade definition: A billable upgrade or project will include, but not be limited to adding a new component, piece of hardware to a property to add, enhance, or increase significantly the functionality of the property.

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Schedule 3 – Access Control and Time and Attendance Service Level Agreement

1. Terms and Conditions to Access Control Service Level Agreement

This Schedule 3 in conjunction with and subject to the Itec SA Security Service Level Agreement Master Services Terms and Conditions Version , published at http://itecgroup.co.za/ - *The Legal Stuff*, and Schedule 1, sets out the service levels relating to the Service Level Plans offered on CCTV products supplied and supported by Itec to the Customer. Support on these services is performed by Itec's preferred contractor/partner. The Customer agrees to be proactive in helping Itec maintain and operate in the most efficient manner possible with respect to their access control and/or time and attendance needs. These terms and conditions specifically cover on-site, remote login or maintenance for Equipment and/or Software ("the goods") supplied by Itec to the Customer as listed in this Schedule 3.

Support is provided as set out in this Schedule. Preventative maintenance visits, dependent on Service Plan accepted by the Customer, will include, but is not limited to the following:

1.1. Pre-planned preventative maintenance visits.
1.2. Check history of system since last maintenance visit.
1.3. Visually inspect all major components (include cabling & connections where accessible) for signs of deterioration or damage and rectify as necessary.
1.4. Check history of system since last maintenance visit.
1.5. Check mains & stand-by power supplies including charging rates. Check all control equipment (e.g. readers, pin-pads, locks, strikes, closures) for correct operation and programming (include. time/date settings).
1.6. Check input/output controllers for correct operation.
1.7. Check emergency break-glasses and manual exit devices for correct operation.
1.8. Back-up historic data and database.
1.9. Carry out any minor adjustments or repairs.
1.10. Log test results.
1.11. Return system to operational status.

2. Terms And Conditions – Main Provisions – Maintenance & Monitoring

2.1. The following are chargeable for both labour and parts:
  2.1.1. all visits to faults caused by Acts of God; failure of power supply; fire; damage caused by the Customer or by the Customer's negligence;
  2.1.2. wilful damage by any other person or animal.
2.2. The following are chargeable for both labour and parts:
  2.2.1. any equipment damaged by lightening.
  2.2.2. any equipment that is down at the time this agreement is executed.
  2.2.3. Does not include out of warranty equipment outside of the manufacturers OEM Warranty.
2.3. Special provisions of these terms and conditions shall include:
  2.3.1. labour required to replace "out of warranty" equipment.
2.4. All incidental materials (patch cables, adapters etc.) necessary to make the replacement equipment fully functional will be charged by Itec at then prescribed rates.
2.5. The following are chargeable for both labour and parts:
  2.5.1. any new equipment additions or special projects for each property
  2.5.2. Does not include any bucket trucks, lifts, hoists, or scaffolding.
  2.5.3. DIY systems are excluded.
  2.5.4. Maintenance definition: Any repair, service, software support, or general systems operation support for existing equipment of the CCTV Surveillance System and Access Control System. Itec and its contractors/partners will repair, re-work, configure, and/or replace as needed under the standard monthly pricing for labour in these terms and conditions.
  2.5.5. Please refer to replacement of hardware as set forth in the Agreement.
  2.5.6. Upgrade definition: A billable upgrade or project will include, but not be limited to adding a new component, piece of hardware to a property to add, enhance, or increase significantly the functionality of the property.

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