GENERAL TERMS AND CONDITIONS (GTC)

DOVETAIL BUSINESS SOLUTIONS (PTY) LIMITED

(Registration no.: 1997/13585/07)

(Hereinafter referred to as "**Dovetail**")

CONTENTS

1.   INTRODUCTION

1.1   WHEREAS Dovetail is a service provider that focuses on the provision of integrated IT solutions;

1.2   WHEREAS the Customer has agreed to Dovetail's proposal, subject to the conditions of this Agreement ("Agreement") and related subsequent Service Schedules ("Service Schedule"), and wishes to appoint Dovetail to deliver the agreed Services and/or Deliverables;

1.3   NOW THEREFORE the Parties agree on the terms and conditions detailed in this General Terms and Conditions and the related Service Schedules.

2.   STATUS, SERVICE SCHEDULES AND PRECEDENCE

2.1   This Agreement between Dovetail and the Customer, establishes the basis for future Service Schedules under which Dovetail will provide the Customer the Services and/or Deliverables.

2.2   All Services and/or Deliverables acquired by the Customer on or after the Commencement Date will be covered by this Agreement.

2.3   All terms and conditions in addition to the applicable terms and conditions contained in this Agreement shall be set out in the Service Schedule.

2.4   **Service Schedule:**

2.4.1   Any Customer acquiring Services and/or Deliverables from Dovetail must sign the applicable Service Schedule to confirm the Services and/or Deliverables to be provided and the fees to be paid by the Customer.

2.4.2   When the Customer and Dovetail sign the Service Schedule, a contract is formed between the parties consisting of this document (General Terms and Conditions) and the applicable Service Schedule, which may include one or a combination of the following:- (collectively referred to as the "**Agreement**"):

2.4.2.1   If the Service Schedule includes Software, The Software Terms - Service Schedule;

2.4.2.2   If the Service Schedule includes Support Services, The Services Terms - Service Schedule;

2.4.2.3   If the Service Schedule includes usage of the Data Centre, The Data Centre Terms - Service Schedule;

2.4.2.4   If the Service Schedule includes Hardware Products, The Hardware Terms - Service Schedule.

2.4.3   For certain Third Party Software Providers the Customer may be required to sign a Software Registration Form that lists the Third Party Software to be acquired in conjunction with the Dovetail Software. When the Customer signs the Software Registration Form, a contract is formed between Third Party Software Provider and Customer consisting of the Software Registration Form, at the Third Party's Software terms and conditions / EULA (collectively referred to as the "End User Licence Agreement", "EULA, or "Third Party Agreement").

2.5   **Precedence**: Except where specifically provided to the contrary in a Service Schedule and then only to the extent so specified, each Service Schedule shall be subject to this Agreement. Insofar as any term and condition in an Service Schedule conflicts with this Agreement in respect of:

2.5.1   the description of Services and/or Deliverables, the terms and conditions in the Service Schedule shall prevail;

2.5.2   any other matter, this Agreement shall prevail.

2.6   **Conflicts with body of Service Schedules**: Unless otherwise stated in a Service Schedule, insofar as the meaning of any term or condition in a schedule or annexure to a Service Schedule or any other document referred to in a Service Schedule, excluding this Agreement, conflicts with the meaning of the body of the relevant Service Schedule, the meaning of the terms and conditions in the body of the relevant Service Schedule shall prevail.

2.7   **Service Schedules amendment**: The terms of one Service Schedule will only apply to another Service Schedule to the extent specifically and expressly stated therein but to the extent that any Service Schedule expressly overrides the provisions of this Agreement, such amendment will be effective only in respect of that Service Schedule and not any other Service Schedule.

3.   INTERPRETATION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement and/or relative Service Schedule, including this interpretation, bear the meanings ascribed to them:

3.1   "**Acceptance Criteria**" means the criteria to be developed and proposed by Dovetail for review and approval by the Customer and which is to be used by the Customer for the Acceptance Testing of a Deliverable;

3.2   "**Acceptance Testing**" means the testing by the Customer of a Deliverable delivered by Dovetail to the Customer in terms of a Service Schedules for purposes of determining whether such Deliverable complies with any documentation made available by Dovetail, the Relevant Specifications and Acceptance Criteria;

3.3   "**Agreement**" means this document, annexures, schedules or any other attachment ;

3.4   "**Commencement Date**" means, notwithstanding the date of signature hereof, as per revised fees: **as** per agreement and the project schedule;

3.5   "**Confidential Information**" means any information of whatever nature which has been or may be obtained by either party from the other party pursuant to this Agreement, whether in writing or in electronic form or pursuant to discussions between the Parties or which can be obtained by examination, testing, visual inspection or analysis, including without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, customer lists and details, price lists, studies, findings, computer software, inventions or ideas. For the avoidance of doubt, Confidential Information is inclusive of any intellectual property that either Party may disclose to the other pursuant to this agreement;

3.6   "**Contract Documents**" means this Agreement and all Service Schedules, as amended from time to time, all of which are an integral part of the Contract Documents and shall be interpreted and construed accordingly;

3.7   "**Copyright**" means all present and future copyright in and to literary work, computer programs, the Software including, but not limited to, flow charts, designs, specifications, documentation, programme coding (in both hard and soft copy) relating to or embodied in the Software exclusive of Customers documentation, images or data of the Customer ;

3.8   "**Customer Data**" means the Customer's data - provided to Dovetail either by the Customer or by any third party on the Customer's behalf; or data specific to the Services which Dovetail generates, processes, or supplies to the Customer in the performance of the Services;

3.9   "**Customer Material**" means all rules, processes, reports, documentation, software or inventions provided or made available by or on behalf of the Customer to Dovetail for purposes of carrying out the Services, irrespective of the media on which they occur, and includes, all written and printed material;

3.10   "**Customer Premises**" means the business premises of the Customer located in South Africa;

3.11   "**Data Processing Terms and Conditions" or "DPTC"**" means the terms and conditions that deal with the processing of Personal Information in pursuant to the Services;

3.12   "**Deficiency**" means with respect to a Deliverable any: (i) failure to meet the Relevant Specifications; (ii) error, problem, non-conformity or defect resulting in a deviation from the relevant documentation, Acceptance Testing procedures or specifications for such Deliverable; or (iii) incorrect or incomplete documentation;

3.13   "**Deliverables**" means any deliverable (Software, Services or Hardware) to be delivered by Dovetail to Customer in terms of a Service Schedule;

3.14   "**Dovetail's Premises**" means 75 Malibongwe Drive, Linden ext, Johannesburg, South Africa, unless otherwise stated in a Service Schedule;

3.15   "**Enhancement**" means significant changes to the supported Software or any component thereof which results in the addition of a new feature or capability which is not present in the Relevant Specifications for such supported Software;

3.16   "**Effective Date**" means the date a particular Service will commence, as specified under the relevant Service Schedule;

3.17   "**Hardware**" means any hardware supplied to, procured, supported or maintained by Dovetail for, the Customer, including the operating system, all other environmental software components necessary for the proper functioning and operation of the hardware (including any firmware) installed upon or contained in such hardware and all relevant documentation pertaining to such hardware and software (to be confirmed under the relevant Service Schedule);

3.18   "**Implementation Phase**" means the period commencing on the commencement date of a Service Schedule and terminating on completion of the implementation, envisaged to have a duration which time will only be confirmed or amended on the completion of the System Gap Analysis and Project Plan;

3.19   "**Intellectual Property Rights**" means, but shall not be limited to, concepts, know-how, data processing techniques, Confidential Information, copyrights, patents, designs, inventions, trademarks, which are created, invented and/or developed;

3.20   "**Live Environment**" the whole or any part of the Customer's information technology systems and equipment used in the actual conduct of the Customer's business and operations in the event of the whole or any part of Software being run on the Customer's live database;

3.21   "**New Release**" means a new release of the supported Software incorporating Upgrades, bug-fixes or Enhancements to the supported Software and which is generally a replacement for the supported Software; for the sake of clarity, New Releases are usually identified by a change in the version number, for instance a change from version 1 to version 2;

3.22   "**Parties**" means Dovetail and the Customer; and "Party" means either of them as the context may indicate;

3.23   "**Payment Schedule**" means the payment schedule contained in a Service Schedules, governing the price and payment terms (where different from the payment terms as per this Agreement) of the Services;

3.24   "**Personnel**" means the employees of Dovetail designated by Dovetail to perform Services;

3.25   "**Project Plan**" means the document to be jointly produced and agreed between the Parties prior to the start of the Implementation Phase, which details the tasks, responsibilities and timeframes to allow the Software to be run in the Live Environment. The Project Plan shall form part of the relevant Service Schedule;

3.26   "**Proposal**" means the proposal as set out under the particular Service Schedule (where applicable);

3.27   "**Relevant Specifications**" means in relation to any Software or Hardware, any criteria or standard which applies thereto, whether contained in any Service Schedule, any Documentation or Deliverables or any business requirements, functional requirements, architecture requirements, design specifications or technical specifications pertaining thereto which have either been agreed between the Parties or which are published by the proprietor, manufacturer or distributor of such Software or Hardware;

3.28   "**Service Schedule**" means a document (including the Proposal) agreed to and signed by Dovetail and the Customer describing the specific Services, the pricing duration and other related information, to be provided by Dovetail to the Customer, including any and all additional terms and conditions relating to such Services and any schedules or annexures thereto;

3.29   "**Services**" means any services to be performed by Dovetail in terms of a Service Schedule, which also includes Deliverables;

3.30　"**Service Location**" means location where Services and / or Deliverables will be delivered and / or where Services will be delivered from, and will be specified under each Service Schedule;

3.31　"**Software**" means any software, including the relevant documentation, provided by Dovetail or subject to the provision of Services in terms of the Contract Documents, being: (i) computer software developed by Dovetail for the Customer ("Developed Software"); (ii) software provided to the Customer under license or sub-license from Dovetail ("Licensed Software"); and (iii) any software which Dovetail as reseller provides to the Customer or which it procures for the Customer under the terms of a Service Schedule;

3.32　"**Third Party Software**" means software as acquired from third party licensors that form part of the Software made available to the Customer.

3.33　Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

3.34　Unless the context clearly indicates a contrary intention, any word connoting:

　　　3.34.1　any gender includes the other two genders;

　　　3.34.2　the singular includes the plural and vice versa;

　　　3.34.3　natural persons includes artificial persons and vice versa;

　　　3.34.4　insolvency includes provisional or final sequestration, liquidation or judicial management.

3.35　A reference to a Business Day is a reference to any day excluding Saturday, Sunday and a public holiday in the Republic of South Africa.

3.36　When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.

3.37　A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.

3.38　The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.

3.39　If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

3.40　Where any term is defined within the context of any particular clause in this Agreement, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in the definition clause.

3.41　This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

4.　APPOINTMENT

4.1　The Customer hereby appoints Dovetail, and Dovetail hereby accepts such appointment, to perform the Services for and provide the Deliverables to, the Customer, upon the terms and conditions contained in the Contract Documents.

5.　RELATIONSHIP

5.1   For the avoidance of doubt, the Parties record and agree that pursuant to the implementation of this agreement Dovetail shall at all times act as an independent Contractor;

5.2   Nothing in this agreement shall constitute an employer / employee relationship or an agency or a partnership in any shape or form between the Parties nor authorise either of the Parties to incur any liability on behalf of the other of them, save to the extent expressly provided for herein.

6.   TERM

6.1   This Agreement shall commence on the Commencement Date and shall remain in force unless terminated by either Party in accordance with this Agreement.

6.2   **Service Schedules**:

6.2.1   Subject to clause 22 below, the duration period of each of the Services shall be as specified in each Service Schedule. Each of the Services shall endure for an Initial Period, calculated from the Effective Date and thereafter shall be renewed automatically for successive periods ("**Subsequent" period**) as agreed under the relevant Service Schedule. Where no Subsequent period is confirmed the Agreement will automatically be renewed for a Subsequent period of 12 (twelve) months;

6.2.2   The Customer may during the Initial period of any Service, terminate the particular Service at the end of the Initial period of that Service by way of at least 90 (ninety) days prior written notice ("**Termination Notice**");

6.2.3   Should Termination Notice at the end of a particular Service Initial period not be given in terms of clause 6.2.2 the particular Service shall automatically be renewed for the Subsequent period. Similar to the cancellation of the Initial period in 6.2.2, the Customer may during the subsequent periods terminate a particular Service at the end of each Subsequent period giving the other party 90 (ninety) days prior written notice.

6.2.4   Completion of any Service Schedule, the termination of a Service Schedule or the absence of orders for additional Services or Deliverables shall not terminate this Agreement, it being the intent of the Parties to keep this Agreement in effect in the event of future orders for Services or Deliverables.

6.3   Any termination of this Agreement and / or any Service Schedule however caused shall not affect the coming into force or the continuance in force of any provision of this Agreement and / or Service Schedule or other agreed to Service Schedule which is expressly or by implication intended to come into or continue in force on or after such termination.

6.4   Upgrades (as per Customer request) or additional Software licenses issued during the term of any Service Schedule will amend the Effective date of that particular Service to the date of activation of the upgraded Services.

7.   THE CUSTOMER SUBCONTRACTORS

7.1   Where Dovetail is required in terms of any Service Schedules to interact with any Customer-appointed subcontractors, suppliers or vendors pursuant to third party contracts, the following provisions will apply:

7.1.1   Dovetail shall co-operate in good faith with the Customer and such third parties.

7.1.2   Where third parties require access to Dovetail's Confidential Information (excluding financial information) to provide the services, Dovetail shall be entitled to require that such third parties retained by the Customer undertake to protect Dovetail's confidential information by entering into a confidentiality undertaking directly with Dovetail.

7.1.3   Dovetail shall not be required to ensure or be responsible for ensuring the Customer's compliance with the terms and conditions of such third party contracts, but Dovetail agrees to use reasonable endeavours to advise the Customer of any approvals or licences required pursuant to the third party contracts to the extent that Dovetail becomes aware thereof;

7.1.4   the Customer shall be responsible for obtaining and maintaining all necessary licences, consents or authorities under the third party contracts and shall be liable for all fees and other charges payable to any third party pursuant to the third party contracts.

7.2   Dovetail shall not be liable for any act or omission of a third party contractor.

8.   SERVICES / DELIVERABLES

8.1   The Services and/or Deliverables to be performed or delivered by Dovetail will be as described in the respective Service Schedule and on an "as required" basis in accordance with Service Request procedures as per clause 8.10 below.

8.2   Services will only be provided to the Customer on receipt of signed Service Schedule;

8.3   A standard mobilisation period of approximately 3 week(s) is required, after the receipt of a signed document as set out above and a purchase order number;

8.4   Exact dates and time frames for the project will be jointly agreed upon by Dovetail and the Customer as per a Project Plan and is dependent on the resource availability of both parties;

8.5   Project role players, from Dovetail and the Customer, will perform tasks within the timeframes specified for this Project;

8.6   Unless otherwise agreed to under a Service Schedule, work will be performed during Dovetail's business hours (8h30 to 17h00). If after hours work is required, this will be discussed and agreed upon between the parties involved after all cost implications have been taken into account;

8.7   The Customer shall ensure that Dovetail has access to sites and Customer systems in accordance with the agreed Project Plan;

8.8   The parties agree to provide one another such information, materials and resources as they may agree in a Service Schedule or as may be reasonably required for the performance of the Service Schedule.

8.9   **Excused performance**: Dovetail's non-performance of any particular obligation under the Contract Documents shall be excused where such failure to perform is directly caused by the Customer's failure (or the failure of a third party to provide services under an agreement between it and the Customer) to perform an express material obligation assigned to the Customer in a Contract Document, provided that Dovetail has provided the Customer with written notice of such non-performance and the Customer fails to remedy its non-performance within a reasonable period of time or Dovetail's non-performance was caused by Dovetail being obliged to follow the Customer's instructions or procedures in circumstances where Dovetail advised the Customer in writing that such instructions or procedures should not be followed; and notwithstanding the aforegoing, Dovetail continues to use reasonable efforts to perform and to minimize the impact of such failure. Dovetail shall not be liable to the Customer for any claims or adverse consequences that may arise as a result of the failure by Dovetail to perform any obligation, where the failure to perform that obligation is a direct result of the Customer's non-performance of any matter as referred to in this clause.

8.10   **Request for new Services or Deliverables**: Should the Customer at any time require additional services or deliverables related to the Services or Deliverable the Customer may submit a request ("**Service Request**") to Dovetail detailing:

8.10.1   the nature of and scope of the services; or

8.10.2   the specification and quantity of the deliverables;

8.11   required together with any other requirements or information which is relevant to the provision of additional services or deliverables and stipulating a reasonable timeframe within which Dovetail must submit a proposal to the Customer.

8.12   **Submission of a proposal**. Should Dovetail wish to provide the additional or new services and/or deliverables as requested above or as set out under a Change Request (see clause 9.3 below), Dovetail shall submit a proposal within the timeframe stipulated in the Service Request setting out:

8.12.1   the manner in which Dovetail proposes executing the services or delivering the deliverables set out in the Service Request;

8.12.2   the proposed charges;

8.12.3   the terms and conditions applicable to such supply (if different to the existing Service Schedules).

8.13   **Acceptance of proposal:** Should the proposal be acceptable to the Customer, the Parties will execute a Service Schedule or where it relates to amendment to existing Services and/or Deliverables under an existing Service Schedule, amend the Service Schedule and Project Plan (where applicable), alternatively attached to the existing Service Schedule an addendum, to reflect the above information, together with any additional or new terms and conditions upon which such services or deliverables will be provided.

9.   CONTRACT CHANGE MANAGEMENT PROCEDURE

9.1   Both Parties shall be entitled from time to time to submit a written request to the other to modify or change the Services or Deliverables to be provided under a Service Schedule.

9.2   In terms of a Scope Change Request, Dovetail will only proceed with the execution of scope change as approved, if both a signed proposal and purchase order are provided by the Customer. Dovetail will deploy the scope changes as part of the Project, where planned according to the updated Project Plan, after acceptance of the Scope Change Request. The Customer is required to verify and sign off that the scope change has been deployed correctly at site sign off.

9.3   Change requests shall be dealt with in accordance with the following procedure:

9.3.1   the Party who desires such a change to be made (the "Requesting Party") shall submit to the other Party (the "**Receiving Party**") a written request for a change to the scope of the Services or Deliverables (a "**Scope Change** Request");

9.3.2   the Scope Change Request shall set forth in reasonable detail the nature of the change in the Services or Deliverables being requested, the recommended increase in personnel or other resources, if any, and any impact the Change Request will have on the Service Schedule cost and/or schedule, when the Scope Change Request is implemented;

9.3.3   the Receiving Party will use all reasonable efforts to review and respond to the Scope Change Request within 5 (five) Business Days after receipt of the Scope Change Request. Where the Receiving Party requires more time for the evaluation of the reasons and conducting a risk assessment the Receiving Party shall notify the Requesting Party accordingly and indicate what reasonable time will be required to finalise the evaluation;

9.3.4   the Receiving Party may approve, propose modifications to or disapprove of the scope Change Request, provided that it may not unreasonably disapprove the scope change request;

9.3.5   if the Receiving Party disapproves of the Scope Change Request, the Receiving Party shall provide to the Requesting Party in writing, within 10 (ten) Business Days, the reasons for disapproving the Scope Change Request, whereupon the Requesting Party may submit a revised Scope Change Request which takes into account the Receiving Party's reasons for disapproving the initial Scope Change Request.

9.4   It is expressly recorded that amendments to the content of this Agreement which do not directly impact the nature and scope of Services or Deliverables provided shall not be subject to the Change Control Procedure, but shall be executed in writing.

10. IMPLEMENTATION AND ACCEPTANCE TESTING

10.1   **Implementation:**

10.1.1   The parties shall agree under each relevant Service Schedule, prior to the commencement of any project, the dates and milestones to be achieved during the implementation of a Deliverable and/or Software for purposes of a Service. All project related information shall be captured in the Project Plan;

10.1.2   Dovetail's standard Project Management Services and methodology will apply during each project;

10.1.3   The Customer shall ensure that key personnel are available:-

10.1.3.1   to attend the necessary workshops and be able to make decisions with regard to the Customer's business to ensure a successful Implementation; and

10.1.3.2   to attend training where required;

10.1.4   All project constraints, issues and risks shall be addressed and captured in the Project Plan prior to the implementation of any Deliverable;

10.1.5   The Customer shall ensure that the necessary hardware and software infrastructure at the Customer (as per specifications from Dovetail) are available before any Configuration, setup and training can commence. Any delay in the availability of the required infrastructure will delay the delivery date of the Project Plan;

10.2   **Dovetail's obligation to present Deliverable for Acceptance Testing**: Dovetail acknowledges that each Deliverable requires formal acceptance by the Customer, which can only be accomplished in accordance with this clause 10. Dovetail shall present the Deliverable to the Customer at the location designated by the Customer for Acceptance Testing.

10.3   **Purpose of Acceptance Testing**: Acceptance Testing shall be conducted in accordance with the Acceptance Testing procedures (applicable to the specific Service Schedule) to determine whether the Deliverable complies with any applicable documentation and the Relevant Specifications.

10.4   **Duties of Dovetail in Acceptance Testing**: Dovetail shall assist the Customer, to the extent reasonably requested by the Customer, in conducting the Acceptance Testing and shall respond to any queries relating to the Deliverable within a reasonable time. In the event that the relevant Customer resources are not available for a period of more than 2 (two) Business Days after the date scheduled for the acceptance test Dovetail shall be entitled to conduct the acceptance test without the assistance of the Customer.

10.5   **Acceptance:**

10.5.1   The Deliverable(s) shall be accepted on receipt of Customer's written confirmation of successful acceptance test.

10.5.2   The Customer shall test the Deliverable (or any relevant part thereof) on its Test Environment prior to using the Deliverable (or any part thereof) on its Live Environment.

10.5.3   In the event that the Customer uses the whole or any part of the Deliverable in a Live Environment prior to conclusion of the acceptance test procedure(s) such part of the Deliverable will be deemed to have been accepted by the Customer.

10.6   **Timeous Acceptance Testing**: Subject to the full co-operation of Dovetail and the number, severity and impact of the Deficiencies identified by the Customer during the Acceptance Testing process, the Customer shall use reasonable endeavours to complete the Acceptance Testing and accept or reject the Deliverable within the time periods set forth in a Service Schedule. In the event that the Customer does not confirm acceptance or decline such services within the timeframe as per the relevant Service Schedule, then Services and / or Deliverables delivered shall be deemed to be accepted by the Customer.

10.7   **Acceptance Testing applies to Upgrades, New Releases and Enhancements**: The provisions of this clause 10 apply to all Deliverables including all Upgrades, New Releases and Enhancements.

10.8   **Dovetail's obligation to remedy Deficiencies**: If the Customer discovers a Deficiency, the Customer shall promptly inform the Dovetail thereof. Dovetail shall correct each such Deficiency within 72 (seventy two) hours of receiving the Customer's notice of such Deficiency, or where it is not reasonably possible to do so, within such longer period as the Parties, both acting reasonably, may determine.

10.9   **Customer's right of rejection**: After the Deliverable has been subjected to further Acceptance Testing, if the Customer does not accept the Deliverable it shall give Dovetail written notice of its rejection (including a written description of Deficiencies in order to enable Dovetail to remedy the same) and a final period of 14 (fourteen) days within which to correct the Deficiencies. If Dovetail is unable to correct the Deficiencies within this period, then the Customer may in its sole discretion elect to:

10.9.1   direct Dovetail to continue its efforts to make the Deliverable comply with the Relevant Specifications, in which case the Dovetail shall continue such efforts; or

10.9.2   accept the Deliverable with its Deficiencies; or

10.9.3   reject the Services and/or Deliverables under acceptance testing, by written notice to Dovetail, in which case Dovetail shall within 30 (thirty) days of demand refund to the Customer those amounts paid in advance for the Services and / or Deliverables, pro rata for the term that the Customer will not be utilising same. Upon such payment Dovetail shall be entitled to remove the Deliverables in respect of which any such rejection has been effected.

10.10   The Customer acknowledges that it is the Customer's obligation to operate, manage, run and control its business and business processes. The Customer shall check and verify that the Deliverable (or any relevant part thereof) is performing according to its specifications in order to prevent or at least minimise configuration errors and/or omissions and shall alert Dovetail of any problems experience.

11.   DELIVERY, RISK AND OWNERSHIP

11.1   Dovetail shall deliver, install and implement the Services and/or Deliverables as per the Project Plan and/or installation date as set out under the relevant Service Schedule.

11.2   Dovetail shall promptly notify the Customer in writing as soon as it becomes aware that a Deliverable may not be delivered, installed and implemented in accordance with the Contract Documents.

11.3   The risk in the Deliverables shall pass to the Customer upon delivery of the Deliverables (where applicable) to the Customer in accordance with the terms of the relevant Service Schedule and in the absence of such terms, then upon Customer representative's acknowledging delivery in writing signed by him (whether by way of signature to Dovetail's delivery note or otherwise).

12.   CHARGES, PAYMENT AND TAXES

12.1   The charges payable by the Customer to Dovetail shall be as set out under the Services Schedule;

12.2   **Default provisions**. Unless otherwise specifically agreed in the terms of a Service Schedule, the following standard terms apply:

12.2.1   Dovetail requires a Purchase Order (PO) before commencing, scheduling and/or planning any work request;

12.2.2   Where Dovetail was required to do work which was not planned, the client is required to provide a PO on Dovetail's request for example:

12.2.2.1   Unplanned after hours support work where an immediate resolution is required a PO upfront would delay an immediate resolution of the problem;

12.2.2.2   Any on-site support provided whereby it is difficult to ascertain the time upfront.

12.2.3   The Customer shall pay agreed charges within 30 (thirty) days from date of statement (unless otherwise agreed to in writing by both Parties) by means of electronic transfer or cheque into a bank account designated in writing by Dovetail.

12.2.4   If the Customer fails to make any payment or portion of a payment due in terms of this Agreement, Dovetail may, without prejudice to Dovetail's rights in terms of this Agreement or at law, to charge interest on any unpaid amount from the date the account became due until the date of payment, at the prevailing prime overdraft rate of Nedbank Limited, plus 2% (two per centum). The Customer hereby accepts to unconditionally pay the interest charges raised due to late payment.

12.2.5   The Customer may not, for any reason whatsoever, defer, adjust, set-off or withhold any payment due to Dovetail in terms of or arising out of the Agreement unless scope of work in the relevant Service Schedule has not been signed-off for a valid reason by the Customer;

12.2.6   Dovetail may, in its sole discretion and notwithstanding any instructions by Customer, appropriate any payment received from or on behalf of Customer, to any indebtedness of Customer to Dovetail arising from any cause whatsoever.

12.2.7   **Right to suspend**: In the event of non-payment or late payment by the Customer, for any reason whatsoever, Dovetail reserves the right to suspend usage of the Services or Deliverables by the Customer following a 5 (five) days written notice period of its intention to suspend the Services or Deliverables. Usage of the Services or Deliverables will only be restored once Dovetail, at its sole discretion, is satisfied with the circumstances of any such restoration. All costs and risks associated with service suspension and re-connection will be borne by the Customer;

12.2.8   It is agreed that should there be a subsequent price increase on components of the Services or Deliverables, beyond the control of Dovetail, including but not limited to foreign exchange fluctuations, increased third party products or services, surcharges, taxes, rates or levies, delay caused by any instruction of Customer, Dovetail shall be entitled to increase the affected Services Charges accordingly.

12.2.9   Fees will escalate annually (during January each year) by the CPI rate as published by Statistics South Africa, unless otherwise specifically agreed to under a Service Schedule;

12.2.10   All prices and/or costs quoted by Dovetail shall be inclusive of all applicable taxes but excluding South African Value Added Tax, which shall be shown clearly and separately to the agreed fees charged in terms of each Service Schedule.

12.2.11   Taxes or other charges, such as (but not limited to) transfer fees, bank charges, local taxes and value added taxes in other jurisdictions shall not be deducted from the payments due to Dovetail but shall be paid by the customer in addition to the fees due to Dovetail;

12.2.12   Any amount payable by the Customer to Dovetail in a currency other than South African Rand shall be paid in a currency as set out in the Service Schedule. Currency/Index-linked products may have their price adjusted between proposal/quotation date and invoice date;

12.2.13   Hardware costs, travel and accommodation costs (outside of Johannesburg) are not inclusive of the Service and/or Deliverable charges;

12.2.14   Dovetail's standard hourly rate will apply for travel time;

13. NON SOLICITATION

13.1   For the purpose of this clause "employee" shall include, but not be limited to permanent employees part-time employees and any other contractor utilised by Dovetail for Services and / or Deliverables.

13.2   The Customer shall not, during the continuance of the Agreement and for a period of twelve (12) months immediately following the date of termination of the Agreement, directly or indirectly solicit or offer employment or any other form of contract for Services to any person who is an employee of Dovetail or was an employee within 6 (six) months prior to termination of this Agreement or proposed employment with the Customer, without Dovetail's written consent;

13.3   Should such consent be granted, Customer will pay Dovetail the amount equal to the salary for a full year (including all benefits) that the employee is being offered. This is payable in full before the employee commences work at the Customer.

13.4   The above restraints shall endure also in favour of the successors-in-title. The terms Successors-in-title shall mean any person who:-

13.4.1   acquires the business; or

13.4.2   acquires the goodwill of the business; or

13.4.3   becomes beneficial owner of such goodwill through his/her shareholding in any company;

13.4.4   has acquired by cessions the right to enforce the restraints embodied herein

14. NON CIRCUMVENTION

14.1   The Customer undertakes, as it hereby does, in favour of Dovetail that it shall abide by business principles regarding non-circumvention and shall not at any time, whether directly or indirectly, endeavour or to actually circumvent Dovetail by dealing or negotiating directly or endeavouring to deal or negotiate directly, or indirectly, with specific suppliers and business contacts/partners whose details are disclosed to the Customer by Dovetail or with whom the Customer might have become acquainted with in the course of the implementation of this Agreement and any Service Schedule, or to take any action which would result in the Customer dealing with such specific suppliers and business contacts/partners to the exclusion of Dovetail.

14.2   In the event of a circumvention of Dovetail by the Customer, whether direct or indirect, Dovetail shall be entitled to and the Customer shall be obliged to pay to Dovetail, monetary compensation equal to the maximum service or profit Dovetail would have realized from the proposed underlying business transaction, plus any and all expenses, including all legal fees (on the attorney and own client scale), as agreed liquidated damages flowing from the breach of these non-circumvention provisions, which measure of damages the receiving party accept and confirms to be fair and reasonable.

14.3   The remedy above shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to the parties in law or equity.

15. CONFIDENTIAL INFORMATION

15.1   For the purpose of this Agreement, Confidential Information shall not include:

15.1.1   information which is required by law or a court of competent jurisdiction to be publicly released, to the extent only that it is necessary to comply with such law or with the order of such court; or

15.1.2   any information which the receiving Party can prove by substantial written evidence was already in its possession, without breach of this Agreement, or which is already or becomes public knowledge through no wrongful act of the receiving Party.

15.2   Each Party hereby undertakes to the other that it shall:

15.2.1   keep confidential the existence and terms and conditions of this Agreement;

15.2.2   keep confidential the Confidential Information and not disclose any of the same or any part thereof to any third party (other than its professional advisors, auditors, bankers and Personnel executing the Services and / or Deliverables) without the prior written permission of the disclosing party ;

15.2.3   not use the Confidential Information or any part thereof except for the performance of its obligations under this Agreement;

15.2.4   without prejudice to the obligations contained herein, ensure that its employees, agents or sub-contractors are under the same obligations of confidence as set out herein prior to the receipt of such Confidential Information; and

15.2.5   upon the termination of this Agreement for whatever reason, return to the disclosing party (and procure the return from any employees, agents or sub-contractors of) all Confidential Information in whatever format (including all copies) belonging to the disclosing Party , which is capable of being so returned.

15.2.6   not to derive any benefit, whether directly or indirectly, from the Confidential Information, nor, without limiting the generality of the aforegoing, be engaged, involved, concerned or interested, whether directly or indirectly, in the economic exploitation, whether by marketing, promoting, advertising, changing, adapting, reverse-engineering, publishing or selling in any manner whatsoever, the Confidential Information;

15.3   Any documents or records (including written instructions, drawings, notes or memoranda) relating to the Confidential Information of the Customer which are made by Dovetail or which come into Dovetail's possession during the currency of this agreement, shall be deemed to be the property of the Customer and shall be surrendered to the Customer on demand, and in any event on the termination of Dovetail's appointment by the Customer and Dovetail will not retain any copies thereof or extracts thereof.

15.4   The disclosing party may, at a time by way of written notice to the receiving party, require the receiving party to return any material containing, pertaining to or relating to Confidential Information from any word processor, computer or any other similar device into which it was entered or programmed, and may, in addition, require the receiving party to furnish a written statement (certified as correct by a director of receiving party) to the effect that upon such a return, receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material;

15.5   As an alternative to the return of the material contemplated above, the receiving party and / or its representatives shall at any instance of disclosing party, destroy such material and furnish disclosing party with a written statement (certified as correct by a director of receiving party) to the effect that such material has been destroyed;

15.6   the Parties indemnify and agree to keep each other indemnified against all costs, claims, demands, liabilities, losses and expenses arising out of any breach on the part of the receiving party (including its agents, employees and sub-contractors) of the provisions of this clause 14.

15.7   The obligations in this clause shall survive in perpetuity.

16.   THE CUSTOMER MATERIAL AND THE CUSTOMER DATA

16.1   Ownership in all Customer Material and Customer Data, whether under its control or not, shall continue to vest in the Customer and Dovetail shall use the same for the purposes of providing the Services and/or Deliverables or as directed by the Customer and shall not obtain any proprietary rights in the Customer Material and Customer Data. The Customer hereby grants to Dovetail (and Dovetail's contractors as necessary) a non-exclusive, royalty free licence to use, reproduce and modify any of the Customer Material and Customer Data provided to Dovetail for the purposes of providing the Services and/or Deliverables or as directed by the Customer for the duration of the Agreement.

16.2   Both Parties shall take reasonable precautions to preserve the integrity of the Customer Data and to prevent any unauthorised access, corruption or loss of the Customer Data.

16.3   **Privacy and Data Protection:** All Personal Information will be processed in accordance with the **Data Processing Terms and Conditions**

17. INTELLECTUAL PROPERTY RIGHTS

17.1   **Customer Intellectual Property**: The Customer retains all right, title and interest in and to the Customer Intellectual Property. As of the Commencement Date, Dovetail is granted a non-exclusive license for the continued duration of this Agreement to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of the Customer Intellectual Property (including Source Code Materials, programmer interfaces, available documentation, manuals and other materials to the extent necessary for the use, modification, or enhancement thereof) for the purpose of providing the Services and rendering the Deliverables to the Customer pursuant to the Contract Documents; provided that Dovetail shall not be permitted to use the Customer Intellectual Property for the benefit of any entities other than the Customer without the written consent of the Customer, which consent may be withheld at the Customer's sole discretion.

17.2   **Dovetail Intellectual Property:**

17.2.1   Dovetail retains all right, title and interest in and to Dovetail's pre-existing Intellectual Property, including without limitation, all reproductions, Enhancements, Upgrades, New Releases, modifications and/or derivative works thereto that is used in connection with the Services to the extent listed in each Service Schedule.

17.2.2   The Customer shall only utilise and ensure its employees and contractors utilise Dovetail's Intellectual Property as per the terms and conditions of the applicable Service Schedule or such license terms and conditions made available to the Customer for purposes of the Services.

17.2.3   Without limiting specific use restrictions under any Service Schedule, the Customer shall not allow any third party to use, gain access to or copy any of Dovetail's Intellectual Property during the utilisation of same by the Customer.

17.2.4   Where any integration may be required between the Intellectual Property of Dovetail and any third party Intellectual Property, the Customer shall notify Dovetail in writing prior to any integration. On receipt of such notification Dovetail shall submit to the Customer the necessary specifications and procedures to be followed during integration and the Customer shall allow Dovetail to manage the process.

17.2.5   Where the Customer intends to develop its own Intellectual Property, whether with its own staff or by using an external company, similar to the Intellectual Property made available by Dovetail under a Service Schedule, the Customer agrees to notify Dovetail prior to the commencement of such development. On written request from Dovetail and without limiting Dovetail's rights in terms of its Intellectual Property under this Agreement or any subsequent Service Schedule and clause 19.1.3 below, the Customer shall provide Dovetail with written confirmation that no Intellectual Property of Dovetail will be copied, reverse engineered, decompiled and the Customer will not attempt to reconstruct same for purposes of said development. Should the Customer proceed with such development, the Customer will allow Dovetail full access at any time to audit the developed Intellectual Property, including but not limited to screens, database design, application logic and source code, to ensure that no Dovetail Intellectual Property has been used.

17.2.6   Should Customer, or third party under Customer's instructions, in any manner use or copy the Dovetail Intellectual Property outside of the specific allowances detailed in the Contract Documents, Dovetail may, at its sole discretion, immediately stop any or all services, deliverables and support, and may terminate any or all agreements.

17.3   **Use of third party Intellectual Property licensed to the Customer**:

17.3.1   Prior to the commencement date of the Service Schedule, the Customer shall at its own expense procure the grant of such licenses or permissions to Dovetail as are necessary under the terms of any third party licenses, lease, rental or other agreement in respect of Dovetail's use of third party software for the purpose of providing the Services during the Service Schedule term.

17.3.2   Ownership of the third party software, including all Intellectual Property Rights in it, shall remain in the relevant third party.

17.4   **Third Party Software licenses:**

17.4.1   The Customer agrees to adhere to the terms and conditions of all Third Party Software licenses / End User License Agreements that may be applicable to any Third Party Software that the Customer may utilise in conjunction with the Dovetail Software.

17.4.2   The parties agree that the Third Party Software provider shall have the right to protect its own software and related Intellectual Property although not a party to the contract between Dovetail and the Customer.

18. PUBLICITY

18.1   The Parties (including their employees, agents and sub-contractors) shall not use or refer to the name, logo or reputation of the other party or the existence or terms of this Agreement in any way whatsoever without having first obtained the prior written approval of said Party.

18.2   This clause shall continue to apply without limit in time following expiry or termination of this Agreement. The parties shall ensure that their employees, agents and sub-contractors are aware of and agree to abide by the requirements of this clause.

19. LIMITATION OF LIABILITY

19.1   Unless otherwise agreed to under a Service Schedule, the following will apply:

19.1.1   To the extent permitted by applicable law, in no event shall either Party or its Personnel be liable for any indirect, incidental, special or consequential damages or losses arising from this Agreement or damages caused as a result of events beyond its reasonable control.

19.1.2   **Direct damages limitation**. To the extent permitted by applicable law, notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, Dovetail's aggregate liability for all damages giving rise to any legal action shall be limited to the two (2) months of the Monthly Software Fee actually paid by the Customer in the specific Service Schedule under which the damages occurred.

19.1.3   **Exclusions**. The limitation of liability shall not apply to any breach by the Customer of Dovetail's proprietary or Confidential Information or Intellectual Property.

19.1.4   **Indemnity**. Each Party agrees to indemnify, defend and hold the other Party (and its Personnel) harmless against any and all loss of or damage to any property or injury to or death of any person; and (ii) loss, damage (including attorneys' fees on an attorney and own client basis), costs and expenses which the other Party may suffer or incur arising directly or indirectly from caused by any wilful misconduct or fraud of such Party or its Personnel.

20.   WARRANTIES

20.1   In addition to those specific warranties under any Service Schedule, Dovetail warrants that in relation to each Service provided in terms of a Service Schedule it has the legal right and full power and authority to execute and deliver, and to exercise Dovetail's rights and perform Dovetail's obligations under this Agreement and all the documents which are to be executed by Dovetail as envisaged by this Agreement.

20.2   The Customer warrants that it has not been induced to enter into this Agreement by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained in this clause 20 or a Service Schedule.

20.3   Except as expressly stated in this Agreement or any subsequent Service Schedule, all conditions and warranties whether express or implied, statutory or otherwise (including but not limited to any conditions or warranty for, fitness for particular purpose, satisfactory quality, usefulness or timeliness) are excluded to the extent permitted by law.

20.4   The Customer warrants that:

20.4.1   in the event that Dovetail Personnel are required to use software owned or operated by the Customer, the Customer warrants that all necessary user licenses have been obtained in advance;

20.4.2   the use of Customer Material provided by the Customer to Dovetail does not and will not infringe the Intellectual Property Rights of any other person;

20.4.3   and the Customer hereby indemnifies and holds Dovetail harmless from any claim for damages by any third party as a result of the breach of this warranty, including all costs incurred on an attorney and own client basis.

21.   FLOW DOWN WARRANTIES

21.1 Dovetail may from time to time provide certain Deliverables and other items for which Dovetail is entitled to warranties and indemnities from the manufacturers, lessors or licensors of such items.

21.2 Without limiting the generality of or diminishing Dovetail's other warranties and indemnities under the Contract Documents, Dovetail shall:

21.2.1 pass through to the Customer the benefits of such warranties and indemnities to the extent that Dovetail is permitted to do so under any agreements between Dovetail and such manufacturers, lessors or licensors, and

21.2.2 enforce such warranties and indemnities as directed by the Customer.

21.3 Dovetail shall comply with all terms and conditions of agreements with such manufacturers, lessors or licensors.

22. BREACH AND TERMINATION

22.1 **Breach**. Should either party:

22.1.1 breach any of its obligations in terms hereof (including any Service Schedule) and fail to remedy such breach within 10 (ten) working days from receipt of a written notice from the other party; or if the breach cannot reasonably be remedied within 10 (ten) working days, the Party in default shall be entitled to an extension, not exceeding a further 20 (twenty) days, to remedy the breach, on condition that the Party in default provides evidence to the reasonable satisfaction of the party within the 10 (ten) days that effective steps to remedy the breach have been initiated and continues to provide such evidence on an on-going basis that the steps are being expeditiously pursued; or

22.1.2 be placed in liquidation or under judicial management or curatorship (in either case, whether provisionally or finally); or

22.1.3 effect a compromise with its creditors; or

22.1.4 commit any act or omission which would, in the case of an individual, be an act of insolvency in terms of Section 8 of the Insolvency Act; or

22.1.5 fail to satisfy any final judgement against it within 21 days of the date when it should have become aware of such judgement; or

22.1.6 the controlling interest or ownership in the defaulting party becomes vested in a competitor of the aggrieved party;

the non-defaulting party shall, without prejudice to any other remedies which it may otherwise have in terms of the Agreement or at law terminate this Agreement and/or any Service Schedules or any part of a Services under a Service Schedule on written notice to the defaulting party, in which event such termination shall be without prejudice to, and shall not constitute a release or waiver of, any claims which the non-defaulting party may have for damages against the defaulting party occasioned by the termination of the this Agreement and/or any Service Schedule (as the case may be) in terms of this clause.

23. CONSEQUENCES OF TERMINATION

23.1   The effect of terminating this Agreement will be to terminate the ability of either Party to enter into subsequent Service Schedules that incorporate the terms of this Agreement. Termination of this Agreement will not, by itself, result in the termination of any Service Schedules previously entered into (or extensions of the same) that incorporate the terms of this Agreement. The terms of this Agreement will continue in effect for the purposes of such Service Schedules unless and until the Service Schedule itself is terminated or expires.

23.2   Upon termination or expiry of any Service Schedule:

23.2.1   Dovetail shall cease work as per the terminated Service Schedule.

23.2.2   Dovetail shall deliver upon request any work in progress that has been paid for.

23.2.3   Both parties undertake to return any equipment, documentation, information or other materials of Dovetail, which it has no legal right to retain.

23.2.4   **Licenced Software**. In terms of licensed Software, all of the Customer's right to use the Software shall immediately cease and the Customer shall

23.2.4.1   immediately purge all copies of the Software from all CPUs and from any storage device on which the Customer has placed or permitted others to place copies of the Software in whole or in part; and

23.2.4.2   at its own cost, and at the election of Dovetail, either return to Dovetail, or destroy the Software and User Documentation and shall not remove any extracts, copies or summaries thereof, and

23.2.4.3   furnish Dovetail with a certificate, signed by a duly authorised representative of the Customer, confirming the return or destruction, as the case may be, of the Software and Documentation;

23.2.5   Dovetail shall make available for decommissioning and collection by the Customer all the property of the Customer including the Customer's Material and Data. Dovetail shall in consideration of the Data size and quantity return to the Customer their Data in an acceptable format that both parties agree to, and Dovetail will be entitled to charge the Customer a reasonable fee based on a time and material basis.

23.3   In the event of early termination of this Agreement or any Service Schedule by the Customer (for whatsoever reason), the Customer shall:

23.3.1   pay to Dovetail all sums due to the date of termination together with the cost of materials and goods ordered for the performance of the Services for which Dovetail has paid or is legally bound to pay for;

23.3.2   remain liable for all costs and expenses that Dovetail has incurred or is obliged to pay to any third-party sub-contractor / Third Party Software provider for services rendered or contracted prior to the effective date of termination. This includes, but is not limited to, any fees, charges, or penalties that Dovetail is required to pay to such Third Party Software provider as a result of the termination. The Customer acknowledges that such costs and expenses are a direct consequence of the Customer's decision to terminate the Agreement prematurely and agrees to reimburse Dovetail for these amounts upon receipt of an invoice detailing the same; and

23.3.3   pay all reasonable and necessary costs incurred in removing from the Customer's premises or systems any property of Dovetail and in removing and returning to the Customer any property of the Customer

23.4   Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

24. FORCE MAJEURE

24.1   Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Agreement:

24.1.1   if and to the extent that such default or delay is caused by any act of God, war or civil disturbance, court order, or any other circumstance beyond its reasonable control including fluctuations in communications ("Circumstances of Force Majeure"); and

24.1.2   provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by the non-performing Party through the use of alternative sources, workaround plans or other means.

24.2   Following any Circumstance of Force Majeure, the non-performing Party shall, subject to clause 24.4 below:

24.2.1   As soon as reasonably possible after the event occurring, notify the other Party by whichever way is available and if possible thereafter, confirm in writing ;

24.2.2   be excused from further performance or observance of its obligation(s) so affected for so long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay; and

24.2.3   co-operate with the other Party in implementing such contingency measures as that other Party may reasonably require.

24.3   Should any Circumstances of Force Majeure continue for more than 30 (thirty) days, then either Party may terminate this Agreement and/or the applicable Service Schedule by giving written notice to the other Party.

24.4   Notwithstanding the aforegoing, if the Customer declares a disaster at its current Location, Dovetail shall continue to provide the Services or Deliverables at the Customer's designated disaster recovery site, upon the same terms and conditions set out in this Agreement and the applicable Service Schedule. Dovetail reserves the right to change the agreed service levels and costs thereof while working on the disaster recovery site. The Customer will notify Dovetail in writing of any changes made, from time to time, to its aforesaid disaster recovery plan.

24.5   If the agreed Services are to perform and deliver specific Services and / or Deliverables during Circumstances of Force Majeure, then clauses 24.2.2 and 24.3 above will not apply.

25. DISPUTE RESOLUTION

Any dispute arising from the Agreement shall be subject to the following dispute resolution procedures:

25.1   **Informal dispute resolution**: Prior to referring any dispute to arbitration, the Parties shall first attempt to resolve their dispute informally by referring a dispute to its senior management. Senior management of both Parties shall discuss the problem and attempt to resolve the dispute, without the necessity of any formal proceeding, within 14 (fourteen) days of the dispute having been referred.

25.2   **Informal dispute resolution does not reduce Parties' rights**: Proceedings in terms of this clause 25.1 shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.

25.3   **Institution of Formal Proceedings**: Subject to the provisions of clauses 25.1 and 25.2, the Parties agree that either Party may elect to refer any dispute which may arise to either the High Court of South Africa or to arbitration proceedings as contemplated in clause 25.4. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.

25.4   **Arbitration**: If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause 25.3, then such dispute shall on written demand by the electing Party be submitted to arbitration at AFSA.

25.5   **Status of arbitration ruling**: The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 25.5 may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.

25.6   **Continued performance**: Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved.

25.7   **Rapid resolution of disputes**: The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.

25.8   **Excluded relief**: This clause 25 shall not preclude either Party from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

25.9   **Agreed Jurisdiction**: the Parties hereby consent to the jurisdiction of the South Gauteng High Court (Johannesburg) in respect of proceedings referred to in clause 25.3 above.

26. NOTICES AND LEGAL PROCESS

26.1   Each Party chooses as its address for all purposes under this Agreement ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("notice"), as follows:

the Customer   _____

_____

_____

_____

DOVETAIL   75 Malibongwe drive, Linden Ext, Johannesburg, South
Africa
PO Box 98598, Sloane Park, 2152, South Africa
Fax No: +27 11 540 9300
Marked for the attention of: The Managing Director

26.2   Any notice required or permitted under this Agreement shall be valid and effective only if in writing.

26.3   Either Party shall be entitled from time to time, by written notice to the other, to vary its address to any other address which is not a post office box or poste restante.

26.4   Any notice to either party which is:

26.4.1   sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 26.1 above shall be deemed to have been received, unless the contrary is proved, within 14 (fourteen) days from the date on which it was posted; or

26.4.2   delivered to the party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or

26.4.3   sent by fax to a party at the telefax numbers specified above, shall be deemed to have been received, unless the contrary is proved, within 4 (four) hours of transmission if it is transmitted during normal business hours of the receiving party or within 12 (twelve) hours of the first business day of the receiving party after it is transmitted, if it is transmitted outside those business hours; or

26.4.4   sent by email to the addressee, on the 1st (first) Business Day following the date of sending thereof, in the absence of any administrator or mail server error messages.

26.5   Notwithstanding anything to the contrary herein, a written notice actually received by a party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

27. SUCCESSORS AND ASSIGNEES

27.1   This Agreement shall be binding upon, and endure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

27.2   In this Agreement references to a party include references to a person:

27.2.1   Who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or

27.2.2   Who, as administrator, liquidator or otherwise, is entitled to exercise those rights;

And in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

28. GENERAL AND MISCELLANEOUS

28.1 **Sole record of agreement:** This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This Agreement supersedes all previous agreements between the parties.

28.2 **No amendment except in writing:** No alteration, cancellation, variation of, or addition hereto, including this clause, shall be of any force or effect unless reduced to writing and signed by all parties to this agreement or their duly authorised representatives.

28.3 **Waivers:** No relaxation or indulgence, which any Party may grant to any other, shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

28.4 **Survival of obligations:** Any provision of this Agreement, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

28.5 **Assignment:** Neither Party may assign the Agreement, or any part thereof without the written consent of the other Party, which consent shall not be unreasonably withheld or unduly delayed, except that either party shall be entitled to assign or transfer any of its rights or obligations hereunder to any one of its Affiliates or in the event of sale or transfer of assets or business of the particular party pursuant to any financing, merger or reorganisation of the particular party.

28.6 **Approvals and consents:** An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

28.7 **Severability:** In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

28.8 **Governing law & jurisdiction:** The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

Annexure A: DATA PROCESSING TERMS AND CONITIONS (DPTC)

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation shall apply:

1.1. **Authorised Users**: the persons or categories of persons that the CUSTOMER authorises to give DOVETAIL Personal Information Processing instructions;

1.2. **Consent:** means any voluntary, specific and informed expression of will in terms of which permission is given for the Processing of Personal information;

1.3. **End Users:** means the Customer's own customers making use of the Customer's services through the use of the DOVETAIL Services;

1.4. **Data Subject**: an individual who is the subject of Personal Information.

1.5. **External Parties:** means those parties as stated under Appendix 1;

1.6. **Personal Information**: means personal information as defined under the POPIA from time to time;

1.7. **Data Protection Legislation**: all applicable privacy and data protection laws including the POPIA and any applicable national implementing laws, regulations and secondary legislation in the Republic of South Africa relating to the Processing of Personal Information and the privacy of electronic communications, as amended, replaced or updated from time to time.

1.8. **Operator:** as defined in the POPIA;

1.9. **DOVETAIL Platform:** the DOVETAIL digital platform and SaaS solution (including associated services), consisting of DOVETAIL Software, and any other third party software as DOVETAIL may select from time to time to form part of the DOVETAIL Platform, utilized to make available the FAIS EXCHANGE Services to Customers;

1.10. **DOVETAIL Software**: the software programs to be supplied by DOVETAIL for purposes of the Services to enable the Services as specified in the Service Schedule.

1.1. **Personal Information Breach**: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed.

1.2. **POPIA**: the Protection of Personal Information Act of 2013;

1.3. **Processing, Processes and Process**: as defined under the POPIA;

1.4. **Relationship:** means the ongoing relationship between the Parties relating to, *inter alia*, the provision of products and/or services between the Parties and confirmed under a Services Agreement and/or an Integration & Collaboration Agreement or such similar agreement ("**Agreement**");

1.5. **Responsible party**: as defined in the POPIA;

1.6. **Services**: the services made available via the DOVETAIL Platform to Customers as agreed to under the Agreement.

2. PERSONAL INFORMATION TYPES AND PROCESSING PURPOSES

2.1. In the course of providing the Services, there is a likelihood that the both Parties will receive, be exposed to and/or Process the Personal Information of Data Subjects.

2.2. The Parties agree that for purposes of the Data Protection Legislation the following shall apply when determining whether a party is a Responsible Party and/or Operator:

2.2.1. the CUSTOMER is the Responsible Party and DOVETAIL is the Operator where the CUSTOMER makes use of the DOVETAIL Services and/or to integrate the CUSTOMER Service and make same available to the CUSTOMER's own Customers (via the DOVETAIL Software), as per a contract between the Customer (end user) and the CUSTOMER;

2.2.2. both the Parties are a Responsible Party where the CUSTOMER makes use of the DOVETAIL Software to integrate the CUSTOMER Service and make same available to Customers (via the DOVETAIL Software), as per a contract between the Customer and DOVETAIL;

2.2.3. DOVETAIL is the Responsible Party when Processing Personal information of the CUSTOMER and its Authorized Users for managing the Relationship;

2.3. Appendix 1 describes the subject matter, duration, nature and purpose of Processing and the Personal Information categories, Data Subject types in respect of which an Operator may Process to fulfil the Services of the Agreement and External Parties that may receive Personal Information on instructions from the Responsible Party. Under each Service Schedule DOVETAIL and the CUSTOMER shall complete the details as required on Appendix 1 (where applicable).

2.4. All instructions issued must be in writing by both the Responsible Party and the Operator. Instructions from the Responsible Party that go beyond the performance agreed in the Relationship shall be treated as a request for a change in performance, which instructions shall be dealt with under the change control provisions of the Agreement between the Parties.

3. RESPONSIBLE PARTY RESPONSIBILITIES

3.1. Within the scope of this Agreement, the Responsible Party will be responsible for complying with all requirements that apply to it under applicable Data Protection Legislation with respect to its Processing of Personal Data and the Instructions it issues to the Operator.

3.2. In particular but without prejudice to the generality of the foregoing, the Responsible Party acknowledges and agrees that the Responsible Party will be solely responsible for: (i) the accuracy, quality, and legality of the Personal Information and the means by which the Responsible Party acquired Personal Information; (ii) complying with all necessary transparency (openness) and lawfulness requirements under applicable Data Protection Legislation for the Processing of the Personal Information, including obtaining any necessary Consents and authorisations from its Authorised Users or End Users; (iii) ensuring the Responsible Party has the right to grant the Operator the right to Process Personal Information in accordance with the terms of the Agreement (including this DPA), including transfer of Personal Information to agreed External Parties or request Personal Information from External Parties; (iv) ensuring that the CUSTOMER's instructions to DOVETAIL regarding the Processing of Personal Information comply with applicable laws, including Data Protection Legislation; (v) the appointment and authorization of the Authorised Users to use the Services and Process personal Information, and (vi) the actions and/or omissions of its Authorised Users.

3.3. The Responsible Party will inform the Operator without undue delay if it is not able to comply with its responsibilities under this clause 3.

4. OPERATOR'S OBLIGATIONS

4.1. The Operator will only Process Personal Information to the extent, and in such a manner, as is necessary for the Services in accordance with the Responsible Party's written instructions and/or where available and confirmed under the Agreement, directly from the Customers, by making use of the Service functionalities, unless the Operator is required by Data Protection Legislation to otherwise process the Personal Information. To the extent that the Operator is relying on Data Protection Legislation as the basis for Processing the Personal Information, the Operator shall promptly notify the Responsible Party of this before performing the Processing required by the Data Protection Legislation unless such Data Protection Legislation prohibit the Operator from so notifying the Responsible Party;

4.2. The Operator will not Process Personal Information for any other purpose or in a way that does not comply with the Agreement (Service Schedule agreed Services) or the Data Protection Legislation. The Operator will (but not obliged) notify the Responsible Party if, in its opinion, the Responsible Party instruction would not comply with the Data Protection Legislation.

4.3. The Operator shall comply with any reasonable Responsible Party request or instruction requiring the Operator to amend, transfer, delete or otherwise Process the Personal Information of the Authorised Users and/or End Users, or to stop, mitigate or remedy any unauthorised Processing.

4.4. The Operator will maintain the confidentiality of all Personal Information and will not disclose Personal Information to third parties unless:

4.4.1. the Responsible Party or the Agreement or this DPA specifically authorises the disclosure thereof, or

4.4.2. as required by law. If a law, court, regulator or supervisory authority requires the Operator to Process or disclose Personal Information, the Operator must first inform the Responsible Party of the legal or regulatory requirement and give the Responsible Party an opportunity to object or challenge the requirement, unless the law prohibits such notice.

4.5. The Operator will reasonably assist the Responsible Party with meeting the Responsible Party's compliance obligations under the Data Protection Legislation, taking into account the nature of the Operator's Processing and the information available to the Operator, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation against a reasonable fee where same do not form part of the Services.

4.6. The Operator will notify the Responsible Party of any changes to Data Protection Legislation that may adversely affect the Operator 's performance of these DPTC or the general Terms and Conditions.

4.7. The Operator will only collect Personal Information for (on behalf of) the Responsible Party:-

4.7.1. using a notice, which contains a data privacy notice informing the Data Subject of the Operator's identity and confirmation of its appointment as data protection representative of the Responsible Party, the purpose or purposes for which their Personal Information will be Processed, and any other information that, having regard to the specific circumstances of the collection and expected Processing, is required to enable fair Processing; and

4.7.2. presenting the notice to the Data Subject prior to submission of Personal information by the Data Subject.

5. THE PARTIES EMPLOYEES

5.1. Each Party shall ensure that all its employees:

5.1.1. are informed of the confidential nature of the Personal Information and are bound by confidentiality obligations and use restrictions in respect of the Personal Information;

5.1.2. have undertaken training on the Data Protection Legislation relating to handling Personal Information and how it applies to their particular duties; and

5.1.3. are aware both of its duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

6. SECURITY

6.1. The Parties agree to implement appropriate technical and organisational measures against unauthorised or unlawful Processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Information, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Information.

6.2. The Parties will implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

6.2.1. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

6.2.2. the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; and

6.2.3. a Process for regularly testing, assessing and evaluating the effectiveness of security measures.

7. PERSONAL INFORMATION BREACH

7.1. The Operator will without undue delay notify the Responsible Party if any Personal Information is lost or destroyed or becomes damaged, corrupted, or unusable.

7.2. The Operator will without undue delay and where reasonably possible, within 48 (forty-eight) hours, notify the Responsible Party if it becomes aware of:

7.2.1. any accidental, unauthorised or unlawful Processing of the Personal Information; or

7.2.2. any Personal Information Breach.

7.3. Where the Operator becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Responsible Party with the following information:

7.3.1. description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Information records concerned;

7.3.2. the likely consequences; and

7.3.3. description of the measures taken or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.

7.4. Immediately following any unauthorised or unlawful Personal Information Processing or Personal Information Breach, the parties will co-ordinate with each other to investigate the matter. The Operator will reasonably co-operate with the Responsible Party in the Responsible Party's handling of the matter, including:

7.4.1. assisting with any investigation;

7.4.2. providing the Responsible Party with physical access to any facilities and operations affected;

7.4.3. facilitating interviews with the Operator's employees, former employees and others involved in the matter;

7.4.4. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Responsible Party (subject to confidentiality); and

7.4.5. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Information Breach or unlawful Personal Information Processing.

7.5. The Operator will not inform any third party of any Personal Information Breach without first obtaining the Responsible Party's prior written consent, except when required to do so by law.

7.6. The Operator agrees that the Responsible Party has the sole right to determine:

7.6.1. whether to provide notice of the Personal Information Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Responsible Party's discretion, including the contents and delivery method of the notice; and

7.6.2. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

The Responsible Party indemnifies the Operator against any claim from the supervisory authorities or Data Subjects where the Responsible Party refuse or neglect to provide the required notices.

7.7. The Operator will cover all reasonable direct expenses associated with the performance of the obligations under clause 7.2, clause 7.3 and clause 7.4 unless the matter arose from the Responsible Party's specific instructions, negligence, willful default or breach of this Agreement or any contract or any third party actions outside the reasonable control of the Operator, in which case the Responsible Party will cover all reasonable expenses.

8. CROSS-BORDER TRANSFERS OF PERSONAL INFORMATION

8.1. Taking into consideration the type of Services, offered by DOVETAIL, DOVETAIL (or any subcontractor) may transfer or otherwise Process Personal Information outside the Republic of South Africa (RSA) without obtaining the CUSTOMER's prior written consent, however such Processing shall be subject to:-

8.1.1. DOVETAIL enters into a written contract with the third party service provider that contains terms substantially the same as those set out in this DPA, in particular, in relation to requiring appropriate technical and organisational data security measures; and

8.1.2. Processing of Personal Information takes place in a territory which is subject to data protection laws similar to the Data Protection Legislation and that the territory provides adequate protection for the privacy rights of individuals.

8.1.3. Confirmation that the necessary pre-authorisation from the Information Regulator (only where said pre-authorisation is required by the Data Protection Legislation), has been obtained by the Responsible Party, i.e. section 57 of the POPI Act.

9. SUBCONTRACTORS

9.1. DOVETAIL may only authorise a third party (subcontractor) to Process the Personal Information if:

9.1.1. DOVETAIL enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this DPA, in particular, in relation to requiring appropriate technical and organisational data security measures;

9.1.2. DOVETAIL maintains control over all Personal Information it entrusts to the subcontractor; and

9.1.3. the subcontractor's contract terminates all Personal Information related to the CUSTOMER on termination of this Agreement for any reason.

9.2. DOVETAIL agrees to select subcontractors carefully according to their suitability and reliability and update the sub-contractors list (as per Appendix 1 under the relevant Service Schedule) on the appointment of a sub-contractor.

9.3. A subcontractor within the meaning of these DPTCs shall not exist if DOVETAIL commissions third parties with additional services, that are not an essential part of these DPTCs.

9.4. Where the subcontractor fails to fulfil its obligations under such written agreement, DOVETAIL remains fully liable to the CUSTOMER for the subcontractor's performance of its agreement obligations.

9.5. The Parties consider DOVETAIL to control any Personal Information controlled by or in the possession of its subcontractors.

9.6. DOVETAIL undertakes to ensure that all subcontractors who Process Personal Information of Data Subjects shall not amend, modify, merge or combine such Personal Information and Process same as per instructions from DOVETAIL.

10. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD PARTY RIGHTS

10.1. The Operator Party shall take such technical and organisational measures as may be appropriate, and promptly provide such information to the Responsible Party as the Responsible Party may reasonably require, to enable the Responsible Party to comply with:

10.1.1. the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase Personal Information, object to the Processing and automated Processing of Personal Information, to transfer Personal Information, and restrict the Processing of Personal Information; and

10.1.2. information or assessment notices served on the Responsible Party by any supervisory authority under the Data Protection Legislation.

10.2. The Operator will notify the Responsible Party immediately if it receives any complaint, notice or communication that relates directly or indirectly to the Processing of the Personal Information or to either party's compliance with the Data Protection Legislation.

10.3. A Operator will notify the Responsible Party within 2 (two) working days if it receives a request from a Data Subject for access to their Personal Information or to exercise any of their related rights under the Data Protection Legislation.

10.4. The Operator will respectively give their full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request and the Responsible Party shall remunerate the Operator for any reasonable costs that the Operator may incur as a result of said request. The Operator shall not be liable for the Responsible Party's non-compliance of any Data Subject requests.

10.5. The Operator shall not disclose the Personal Information to any Data Subject or to a third party other than at the Responsible Party's request or instruction, as provided for in this Agreement or as required by law.

10.6. The Responsible Party will cover all reasonable direct expenses associated with the performance of the obligations under this clause 10.

11. TERM (FOR PURPOSES OF THESE DPTC)

11.1. The provisions under these DPTCs will remain in full force and effect as long as:

11.1.1. the Agreement remains in effect, or

11.1.2. the Operator retains any Personal Information related to the Service Schedule in its possession or control as agreed to under the Service Schedule (Term).

11.2. Any provision of these DPTCs that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect Personal Information will remain in full force and effect.

11.3. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Agreement obligations, the parties will suspend the Processing of Personal Information until that Processing complies with the new requirements. If the parties are unable to bring the Personal Information Processing into compliance with the Data Protection Legislation within 30 (thirty) days, they may terminate the Agreement on written notice to the other party.

12. DATA RETURN AND DESTRUCTION

12.1. Unless otherwise agreed to in writing, on termination of the Agreement for any reason or expiry of its term, the Operator will securely delete or destroy or, if directed in writing by the Responsible Party, return and not retain, all or any Personal Information related to this Agreement in its possession or control, except for i) one copy that it may retain and use for 1 (one) year for audit and operational purposes only or ii) where any applicable law requires the Operator to retain the Personal Information (as part of a record or not) for a longer period or iii) such Personal information where the End User has selected that his/her/its Personal Information must remain with the Operator, or to be transferred to a third party service provider, or iv) to Personal Information the Operator has archived on back-up systems, which data the Operator will securely isolate and protect from any further Processing and delete in accordance with its deletion practices.

12.2. If any law, regulation, or government or regulatory body requires the Operator to retain any documents or materials that the Operator would otherwise be required to return or destroy, it will notify the Responsible Party in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

13. RECORDS

13.1. The Operator will keep detailed, accurate and up-to-date written records regarding any Processing of Personal Information it carries out for the Responsible Party, including but not limited to, the access, control and security of the Personal Information and approved subcontractors, the Processing purposes, categories of Processing, any transfers of Personal Information to a third country and related safeguards, and a general description of the technical and organisational security measures and retention and destruction of Personal Information.

13.2. The Operator will ensure that the Records are sufficient to enable the Responsible Party to verify the Operator's compliance with its obligations under this Agreement and the Operator will provide the Responsible Party with copies of the Records upon request.

14. WARRANTIES

14.1. Each Party warrants and represents that:

14.1.1. its employees, subcontractors, agents and any other person or persons accessing Personal Information on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation relating to the Personal Information;

14.1.2. it and anyone operating on its behalf will Process the Personal Information in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;

14.1.3. it has no reason to believe that the Data Protection Legislation prevents it from executing the Services as per the Agreement; and

14.2. The CUSTOMER warrants and represents that:-

14.2.1. DOVETAIL's expected use of the Personal Information for the Services and as specifically instructed by the CUSTOMER will comply with the Data Protection Legislation;

14.2.2. Where DOVETAIL has not collected the Data Subjects' Personal Information on behalf of the CUSTOMER, that all Data Subject Personal Information made available by the CUSTOMER to DOVETAIL have been obtained in accordance with the Data Protection Legislation.

15. LIMITATION OF LIABILITY.

Each party's liability, taken in aggregate, arising out of or related to this DPA, whether in contract, delict or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' section of the Agreement and any reference in such section to the liability of a party means aggregate liability of that party under the Agreement (including this DPA).

16. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

17. COSTS

Each Party shall bear and pay its own costs of or incidental to the drafting, preparation and execution of this Agreement.

Appendix 1: Personal Information Processing Purposes and Details (to be confirmed under each Service Schedule

1. **Subject matter of Processing**: [WHY]

2. **Duration of Processing**: [ADD DURATION]

3. **Nature of Processing**:

    3.1. [WHAT EXACT PROCESSING TAKES PLACE?]

4. **Data Subject Types**:

    4.1. Authorised Users (employees and/or representatives) as appointed and authorised by the Responsible Party;

    4.2. End Users Personal Information.

5. **Personal Information categories, Processing areas and Data Subjects**

Type of Data	Description of data	Purpose of Processing	Data Subjects
Personal Information – IDENTITY DATA	[CONFIRM WHAT DATA TO BE PROCESSED	[CONFIRM WHY THE INFO WILL BE PROCESSED	Authorised Users of the CUSTOMER
Personal Information – Identity Data, Contact Data	CONFIRM WHAT DATA	CONFORM PURPOSE OF PROCESSING	Clients of the CUSTOMER

6. **External Parties**:

    6.1. the Financial Sector Conduct Authority from where the personal Information will be pulled

7. **Subcontractors:**

    None