SAAS TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

1.1.1. "Agreement" means this Software-as-a-Service Subscription Agreement, comprising the Commercial Terms and these SaaS T&Cs, and including the Annexures, as amended from time to time;

1.1.2. "Annexures" means the annexures attached to this Agreement;

1.1.3. "Applicable Laws" means all laws, regulations, codes, and industry standards governing the Parties, and obligations under this Agreement, including Data Protection Legislation;

1.1.4. "Business Day" means any day other than a Saturday or Sunday on which commercial banks are open for general business in the United Kingdom;

1.1.5. "Confidential Information" means, in relation to a party (and/or an Affiliate of such party), any information of a confidential or commercially sensitive nature, howsoever obtained or received and whether or not marked confidential, including any technical, commercial, financial or scientific information, know how, trade secrets, processes, marketing and business information, customer and supplier information, pricing information and/or any other information or material of whatever description or nature proprietary to a party (and/or an Affiliate of such party), whether in written, oral, magnetic, or machine-readable or other format; for purposes of clarity, but without limitation, the terms of this Agreement and Customer Data shall be deemed Confidential Information;

1.1.6. "Customer Data" means all data, content, or information, submitted, uploaded, or processed by the Customer or its authorised users through the Solution. Customer Data excludes the Generated Output, system-generated analytics, and proprietary datasets owned by the Provider;

1.1.7. "Data Protection Legislation" means all applicable laws and regulations relating to the processing of personal data, and any national laws implementing or supplementing it, including but not limited to the laws and regulations relating to the processing of personal data in the jurisdiction where the Customer is domiciled or the Solution is accessed by the Customer;

1.1.8. "Effective Date" means the date set out in the Commercial Terms, regardless the signature date;

1.1.9. "Fee Schedule" means any standalone document or schedule agreed between the Parties for payment of the Solution, which schedule may contain payment terms;

1.1.10. "Force Majeure Event" means any event beyond a Party's reasonable control that prevents or delays performance of its obligations under this Agreement, including but not limited to natural disasters, acts of God, government actions, cyberattacks, third-party infrastructure failures, industrial disputes, pandemics, or

other unforeseeable circumstances;

1.1.11. "General Terms and Conditions" means the terms of use, privacy policies, and other contractual provisions set by the Provider, which the Customer must accept before gaining access to the Solution. These terms govern the Customer's direct interaction with the Solution and may include acceptable use terms and disclaimers that supplement this Agreement;

1.1.12. "Generated Output" means all outputs, reports, analyses and documentation generated through the Customer's use of the Solution, including without limitation any system-generated insights or compilations produced by the Solution based on Customer Data and the Solution's proprietary methodologies, algorithms and processing logic;

1.1.13. "Intellectual Property" means all intellectual property rights which is in any way capable of protection in law (whether registered or not) including without limitation any know-how (not in the public domain), patent, (whether patented or not), design, trade mark (whether or not registered), domain name, copyright or related right (including copyright in software, source code, object code and computer algorithms); database rights, and all proprietary rights in and to ownership of any idea, discovery, artwork, design, concept, technique or improvement, industry information, confidential information, system, methodology, data model, report, correspondence, documentation, flow chart, table, calculation, spread sheet, schematic plan, photograph, presentation or invention (whether patented or not) and all other identical or similar intellectual property or industrial property as may exist anywhere in the world and any applications for registration of such intellectual property including all applications for and the right to apply for, claim priority and be granted any such rights; any renewals, extensions or restorations, and divisional, continuation and reissued applications of any such rights;

1.1.14. "Parties" means the parties to this Agreement, being the Provider and the Customer, and a reference to "Party" shall refer to either of them (as the case may be);

1.1.15. "Prime Rate" means the publicly quoted nominal rate of interest per annum of the Provider's bankers (as certified by any general manager of any branch of that bank, whose appointment and authority it shall not be necessary to prove and whose decision shall be final and binding on the Parties, save in the case of manifest error), at which that bank lends monies on overdraft and without security to its current account holders, which interest shall be calculated daily, compounded monthly in arrears and calculated on the basis of a 365 (three hundred and sixty five) day year, irrespective of whether or not the year in question is a leap year;

1.1.16. "Privacy Policy" means the Provider published policies, statements, or notices that describe how the Provider processes, discloses, and protects Personal Information in connection with the provision of the Solution, including any policies addressing compliance with Data Protection Legislation;

1.1.17. "Service Level Agreement" or "SLA" means the document attached as Annexure A

to these SaaS T&Cs, which sets out the performance standards, availability commitments, support response times, maintenance schedules, and incident resolution procedures applicable to the Solution;

1.1.18. "Solution" means the intelligent global supply chain software-as-a-service (SaaS) platform, called METASHIP, made available to the Customer under this Agreement. The Solution includes all associated functionalities, tools, features, data processing capabilities, Application Programming Interfaces ("APIs"), system-generated analytics, reports, and other services provided to the Customer through the platform. ;

1.1.19. "Subscription" means the right granted to the Customer to access and use the Solution, as defined more fully in clause 3 of these SaaS T&Cs;

1.1.20. "Subscription Fees" means the recurring fees payable by the Customer to the Provider for the Subscription, specified in the Commercial Terms and/or the Fee Schedule. Subscription Fees also cover the Support Services as outlined in the SLA;

1.1.21. "Support Services" means the technical assistance, troubleshooting, and maintenance services provided by the Provider to help the Customer use the Solution. Support Services may include access to documentation, frequently asked questions, user guides, live support channels, and issue resolution, but exclude any development, customisation, or professional services not expressly included in the Subscription; and

1.1.22. "Term" means the term as set out in the Commercial Terms.

1.2. In this Agreement:

1.2.1. references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;

1.2.2. words importing the masculine gender include the feminine and neuter genders and *vice versa*; the singular includes the plural and *vice versa*; and natural persons include artificial persons and *vice versa*;

1.2.3. references to a "person" or a "party" include a natural person, company or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;

1.2.4. if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

1.2.5. any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or inconsistent with the context in which it appears;

1.2.6. if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of the Agreement or paragraph of any Annexure, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Agreement;

1.2.7. where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;

1.2.8. where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day;

1.2.9. any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction; and

1.2.10. the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

1.3. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.

1.4. Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly no rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement, shall apply.

2. DURATION

This Agreement shall commence on the Effective Date and shall continue for the Term, unless earlier terminated in accordance with the provisions of these SaaS T&Cs.

3. SUBSCRIPTION AND ACCESS RIGHTS

The Provider grants the Customer a non-exclusive, non-transferable, revocable, subscription-based Software-as-a-Service (SaaS) licence to access and use the Solution for the Term (the "Subscription") solely in accordance with this Agreement. The Subscription is granted solely for the purposes set out in the Commercial Terms, and does not grant any sublicence or direct rights to any third party.

4. REGISTRATION AND ACTIVATION

4.1. To access the Solution, the Customer must complete the registration process with the Provider.

4.2. Upon successful registration, the Customer shall be required to accept the General Terms and Conditions of the Solution as provided by the Provider. The Customer acknowledges that failure to accept the General Terms and Conditions of the Solution shall result in denial of

access to the Solution.

4.3. The Customer agrees to comply with the General Terms and Conditions of the Solution and acknowledges that non-compliance may result in the suspension or termination of its Subscription. In the event of suspension or termination due to non-compliance, no refunds, credits, or reimbursements shall be issued for any Subscription Fees already paid, and the Customer shall remain liable for any outstanding fees due under this Agreement.

4.4. Upon acceptance of the General Terms and Conditions, the Provider shall provide the Customer with unique login credentials to access the Solution.

4.5. The Customer shall be responsible for maintaining the confidentiality and security of its credentials and shall not share, transfer, or disclose them to any unauthorised third party.

4.6. Any access or transactions performed using the Customer's credentials shall be deemed to have been performed by the Customer, and the Customer shall be solely responsible for any consequences arising from unauthorised use.

4.7. The Customer shall immediately notify the Provider if it suspects or becomes aware of any unauthorised access, loss, or compromise of its credentials.

4.8. The Provider reserves the right to suspend or revoke access to the Solution if it reasonably believes that the Customer has violated the security requirements or attempted to share access in violation of this Agreement.

4.9. The Subscription shall be considered "activated" when the Customer's credentials have been issued and the Customer has successfully logged into the system for the first time. Any delays in activation due to the Customer's failure to complete the registration process or accept the General Terms and Conditions shall not relieve the Customer of its payment obligations under this Agreement.

4.10. The Provider shall provide onboarding support and address any technical issues encountered during the activation of its Subscription in accordance with the SLA.

5. CLICKWRAP ACCEPTANCE

5.1. This Agreement may be accepted and concluded by electronic acceptance mechanisms, including clicking "I agree" (or similar) or by accessing or using the Solution.

5.2. The person accepting represents and warrants authority to bind the Customer.

5.3. The Provider's electronic records of acceptance shall constitute prima facie proof of contract formation.

6. SERVICE LEVELS AND SUPPORT

6.1. The Provider shall provide the Subscription and Support Services in accordance with Annexure A.

7. USER TRAINING

7.1. The Provider will provide the necessary initial onboarding and user training materials (as detailed in the SLA) to assist the Customer in understanding and using the Solution effectively.

7.2. Any additional formal training programmes, workshops, or in-depth user sessions may be provided upon request and will be subject to additional fees.

7.3. The Customer shall be responsible for ensuring its personnel are adequately trained in the proper use of the Solution and comply with the terms of this Agreement.

8. CUSTOMER OBLIGATIONS

8.1. The Customer shall use the Solution strictly in accordance with Applicable Laws, the terms of this Agreement and the General Terms and Conditions and shall not engage in any activity that infringes upon the Provider's Intellectual Property Rights or disrupts the Solution or its system's functionality.

8.2. In exchange for Subscription, the Customer shall pay the Subscription Fees in accordance with the Payment Terms set out in the Commercial Terms of this Agreement.

8.3. The Customer undertakes not to:

8.3.1. modify, sublicense, sell, or distribute the Solution;

8.3.2. reverse engineer or decompile the Solution;

8.3.3. use the Solution for unlawful purposes; or

8.3.4. knowingly introduce, upload, transmit, or otherwise make available any viruses, malware, Trojan horses, ransomware, or other harmful code into the Solution.

8.4. Where the Customer uses the Solution in the course of providing services to its own clients:

8.4.1. the Customer remains solely responsible for its services and deliverables to its clients;

8.4.2. the Customer shall ensure it has all necessary rights and lawful basis to provide Customer Data (including third-party or client data) to the Provider;

8.4.3. no sublicence or direct right is granted to any client or third party.

9. AUDIT AND COMPLIANCE

9.1. The Provider reserves the right to audit the Customer's use of the Solution to ensure compliance with the terms of this Agreement, including but not limited to:

9.1.1. proper use of the Subscription and access credentials;

9.1.2. compliance with applicable security practices; and

9.1.3. adherence to restrictions on use and distribution of Generated Output.

9.2. If an audit reveals that the Customer has breached this Agreement, the Provider may require the Customer to:

9.2.1. take corrective actions within five (5) days, or longer if agreed in writing;

9.2.2. pay any additional fees due for unauthorised use; or

9.2.3. implement enhanced security or compliance measures.

9.3. If the Customer fails to remediate non-compliance, the Provider reserves the right to suspend the Subscription or terminate access to the Solution and pursue any applicable legal or contractual remedies.

9.4. All audit findings shall be treated as Confidential Information and used solely for compliance and enforcement purposes.

10. PAYMENT PROVISIONS

10.1. The Customer shall pay the Subscription Fees in accordance with the Commercial Terms to this Agreement, including the Fee Schedule.

10.2. The Subscription Fees are exclusive of any sales taxes and will be invoiced in United States Dollars (USD), unless otherwise agreed. Sales taxes shall be invoiced in accordance with Applicable Laws.

10.3. The Provider may charge the Customer interest on any overdue amount at the Prime Rate plus two (2) percent calculated daily and capitalised monthly. The Provider may also suspend the Subscription while payment remains outstanding. If suspension occurs, the Provider shall restore access within 1 (one) Business Day upon receipt of full payment of all outstanding fees.

10.4. If any withholding or deduction is required by Applicable Laws to be made from any payment due to the Provider under this Agreement, the Customer shall pay such additional amount as is necessary to ensure that the Provider receives the full amount it would have received had no such withholding or deduction been required; provided that no such gross-up obligation shall apply to the extent the withholding or deduction is legally required and cannot be avoided by the Customer after taking reasonable steps to mitigate or eliminate such withholding.

10.5. Nothing in this clause shall prevent either Party from seeking recourse in the normal course, including legal remedies available under this Agreement or Applicable Laws.

11. DATA OWNERSHIP AND PRIVACY

11.1. As between the Parties, the Customer retains all right, title and interest in and to the Customer Data. The Provider does not acquire any ownership rights in the Customer Data by virtue of this Agreement.

11.2. The Customer grants the Provider a non-exclusive, worldwide, royalty-free licence to host, process, transmit, display and otherwise use the Customer Data solely to the extent necessary to provide the Solution and Support Services in accordance with this Agreement.

11.3. For the purposes of this clause 11, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them, or any equivalent or corresponding terms, under applicable Data Protection Legislation.

11.4. Each Party shall comply with all applicable Data Protection Legislation in connection with its performance of this Agreement.

11.5. The Parties acknowledge that, depending on the nature of the processing activity, the Provider may act either as:

11.5.1. a processor on behalf of the Customer; or

11.5.2. an independent controller.

11.6. To the extent that the Provider processes personal data on behalf of the Customer in connection with the provision of the Solution, including personal data comprised within Customer Data, the Provider shall act as a processor.

11.7. In such circumstances, the Parties' respective rights and obligations shall be governed

exclusively by Annexure B, which forms part of this Agreement.

11.8. Annexure B shall apply only to processing activities where the Provider acts as a processor on behalf of the Customer.

11.9. To the extent that the Provider processes personal data for its own purposes and not on behalf of the Customer, including but not limited to account administration, billing and payment processing, security monitoring and fraud prevention, product analytics and service improvement (to the extent not based on identifiable Customer Data), regulatory compliance, and marketing communications, the Provider shall act as an independent controller.

11.10. Such controller processing shall be governed by the Provider's Privacy Policy, as published and updated from time to time on the Provider's website.

11.11. The Customer acknowledges that it is responsible for making its authorised users aware of the Privacy Policy where applicable.

11.12. The Customer warrants and undertakes that:

11.12.1. it has, and shall maintain, all necessary rights, permissions, notices and lawful bases required under Data Protection Legislation to provide Customer Data, including any third-party or client data, to the Provider;

11.12.2. it shall ensure that any instructions given to the Provider are lawful and compliant with Data Protection Legislation; and

11.12.3. it shall not instruct the Provider to process personal data in a manner that would cause the Provider to breach Data Protection Legislation.

11.13. To the extent personal data is transferred between jurisdictions, such transfers shall be effected in accordance with Annexure B and applicable Data Protection Legislation, including the use of standard contractual clauses or other approved transfer mechanisms where required.

11.14. Where the Customer uses the Solution in the course of providing services to its own clients, the Customer shall remain solely responsible for its relationship with those clients and for compliance with all applicable data protection obligations owed to them.

11.15. In the event of any conflict between this clause 11 and Annexure B in relation to processing activities where the Provider acts as a processor, Annexure B shall prevail.

12. GENERATED OUTPUT

12.1. As part of its Subscription, the Customer shall have access to the Generated Output. The Customer retains ownership of its underlying Customer Data but acknowledges that:

12.1.1. the structure, format, and analytical outputs of the Generated Output are derived using proprietary technology, software, and algorithms developed and owned the Provider;

12.1.2. the Provider retains all Intellectual Property rights in any Generated Output to the extent they contain or rely on proprietary methodologies, software, or system-generated insights; and

12.1.3. the Customer's rights to use the Generated Output are subject to the licence terms in these SaaS T&Cs.

12.2. Subject to this Agreement, the Customer is granted a limited, non-exclusive, non-transferable right to access and use the Generated Output during the Term solely for the Customer's internal business purposes and, where applicable, in the course of providing services to its own clients.

12.3. The Customer undertakes not to:

12.3.1. modify, distribute, sublicense, or commercially exploit the Generated Output beyond the scope of this Agreement;

12.3.2. use the Generated Output in a manner that competes with or undermines the integrity of the Solution;

12.4. The Customer acknowledges that the Generated Output is generated based on inputted Customer Data and automated processing within the Solution. The Provider does not warrant the accuracy, completeness, or suitability of the Generated Output for any specific business, legal, or regulatory purpose. No third party shall have any right to rely on the Generated Output, and the Provider shall have no liability to any such third party.

12.5. Upon termination or expiration of the Subscription or this Agreement:

12.5.1. the Customer shall retain a perpetual, non-exclusive, non-transferable right to use and retain copies of the Generated Output generated prior to termination, for its internal record-keeping, compliance and professional services purposes, subject always to the restrictions set out in this Agreement; and

12.5.2. the Provider shall have no obligation to maintain, store, or provide continued access to the Generated Output beyond the Term of this Agreement. unless otherwise agreed.

13. CONFIDENTIALITY

13.1. In interactions pursuant to this Agreement and in any other future interactions between the Parties relating to the Solution and / or the Services, either Party (the "Disclosing Party") may disclose certain Confidential Information to the other Party (the "Receiving Party") who will accordingly gain knowledge of the Confidential Information.

13.2. In consideration of either Party disclosing Confidential Information to the other Party, and notwithstanding anything to the contrary contained in this Agreement, the Parties hereby provide each other with an undertaking to maintain the secrecy of the Confidential Information disclosed to it by the other Party on the terms and conditions set out in this Agreement.

13.3. The Parties acknowledge that -

13.3.1. the Confidential Information of the Disclosing Party is a valuable, special and unique asset of that Party; and

13.3.2. the Disclosing Party may suffer substantial harm or economic and other loss in the event of such Confidential Information being disclosed or used otherwise than in accordance with this Agreement.

13.4. The Parties irrevocably and unconditionally agree and undertake –

13.4.1. to treat and safeguard the Confidential Information as strictly private, secret and

confidential;

13.4.2. to protect the Confidential Information by using the same degree of care, but no less than a high degree of care, to prevent the dissemination to third parties or publication of the Confidential Information, as the Parties use to protect their own confidential information of a like nature;

13.4.3. not to use or permit the use of the Confidential Information for any purpose other than a purpose permitted by this Agreement and in particular not to use or permit the use of the Confidential Information whether directly or indirectly to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party for itself or for any third party, or otherwise use it to the detriment of the Disclosing Party;

13.4.4. except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party;

13.4.5. not to copy or reproduce the Confidential Information by any means without the prior written consent of the Disclosing Party, it being recorded that any such copies shall be and shall remain the property of the Disclosing Party; and

13.4.6. to keep all Confidential Information safe and secure and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.

13.5. The Receiving Party shall be entitled to disclose the Confidential Information only if it has been expressly authorised by the Disclosing Party in writing to do so and then subject only to such conditions as required by the Disclosing Party.

13.6. In the event that the Receiving Party is required to disclose Confidential Information pursuant to a requirement or request by operation of law, regulation or court order, it will – (i) advise the Disclosing Party thereof in writing prior to disclosure; (ii) take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can; (iii) afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings; (iv) comply with the Disclosing Party's reasonable requests, if allowable, as to the manner and terms of any such disclosure; and (v) notify the Disclosing Party of the form and extent of, any such disclosure or announcement immediately after it is made.

13.7. The obligations of the Receiving Party with respect to each item of Confidential Information shall commence on the date on which such information is disclosed or otherwise received (whether before or after the Effective Date) and shall endure indefinitely after the termination of this Agreement.

13.8. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, and where such Confidential Information is in a form or format that is incapable of return to the

Disclosing Party, the Receiving Party shall delete or destroy or erase, as appropriate in the circumstances, such matter or such record containing the Confidential Information and a senior executive of the Receiving Party shall within 3 (three) days of the date of the request by the Disclosing Party, certify what actions the Receiving Party has so taken.

13.9. Notwithstanding the forgoing, each Party may disclose to the terms of this Agreement to its shareholders, and/or to potential investors and potential purchasers of shares, provided in the case of potential investors and potential purchasers of shares that they enter into a confidentiality agreement at term not less strict than those under this Agreement.

14. INTELLECTUAL PROPERTY

14.1. All Intellectual Property rights in and to the Solution, including any updates, enhancements, modifications and derivative works thereto, are and shall remain owned by the Provider or its licensors. Nothing in this Agreement transfers any ownership rights in the Solution to the Customer.

14.2. The Customer retains all right, title and interest in and to the Customer's background, pre-existing Intellectual Property and Customer Data. As of the Effective Date, the Customer grants to the Provider a non-exclusive, royalty-free licence to use, host, copy, transmit, display, process and otherwise use the Customer's background and pre-existing Intellectual Property and Customer Data strictly as necessary to provide the Subscription and Support Services and to perform its obligations under this Agreement. The Provider shall not acquire any ownership rights in the Customer's Intellectual Property or Customer Data under this Agreement.

14.3. To the extent that the Customer provides suggestions, enhancement requests, recommendations or other feedback relating to the Solution, the Customer grants the Provider a perpetual, irrevocable, royalty-free, transferable licence to use and incorporate such feedback into the Solution without restriction or obligation.

14.4. Except for the rights expressly granted under these SaaS T&Cs, each Party reserves all rights in and to its respective Intellectual Property.

14.5. The provisions of this clause 14 shall survive the termination or expiration of this Agreement.

15. WARRANTIES AND DISCLAIMERS

15.1. Each Party warrants and represents that, as at the Effective Date:

15.1.1. it has full capacity and authority to enter into and perform its obligations under this Agreement;

15.1.2. this Agreement is executed by a duly authorised representative; and

15.1.3. it shall comply with all Applicable Laws, including Data Protection Legislation, in performing its obligations under this Agreement.

15.2. The Provider warrants and represents that, to the best of its knowledge and belief:

15.2.1. the Solution will function substantially in accordance with the specifications communicated to the Customer from time to time, free of material defects, but no warranty is made that it will be error-free, uninterrupted, or meet the Customer's specific needs;

15.2.2. it has secured all necessary rights, licences, and permissions to grant the

Subscription set forth in these SaaS T&Cs;

15.2.3. the Solution does not infringe, misappropriate, or otherwise violate any third-party intellectual property rights; and

15.2.4. the Solution, when used as intended, does not contain any malware, viruses, backdoors, or other harmful code that could compromise the Customer's systems.

15.3. The Customer warrants and represents that:

15.3.1. it will not misuse, reverse-engineer, or attempt to modify the Solution beyond the permitted scope;

15.3.2. upload or process any illegal, harmful, or infringing content within the Solution;

15.3.3. share login credentials or access rights with unauthorised parties;

15.3.4. it has the necessary rights, permissions, and lawful basis to provide Customer Data to the Solution and to instruct the Provider to process such data on its behalf; and

15.3.5. it will take reasonable security measures to protect access credentials and ensure its users comply with the terms of this Agreement.

15.4. The provisions of this clause 15 shall survive the termination or expiration of this Agreement.

16. ACKNOWLEDGEMENTS AND WARRANTIES

16.1. The Provider makes no warranties beyond those expressly agreed upon in its agreement.

16.2. The Provider gives no warranty or representation that Solution will be wholly free from defects, errors and bugs.

16.3. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Solution will be entirely secure.

16.4. Except as expressly stated in this Agreement, the Solution is provided "as is" and "as available", without any warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, or uninterrupted operation.

16.5. The Provider does not warrant the accuracy, completeness, or availability of any third-party integrations, external data sources, or external reporting tools connected to the Solution.

17. INDEMNITIES

17.1. The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including reasonable legal expenses and amounts reasonably paid in settlement of third-party claims) suffered or incurred by the Customer arising out of any claim brought against the Customer by a third party alleging that the Customer's authorised use of the Services in accordance with this Agreement infringes that third party's intellectual property rights (a "Provider Indemnity Event").

17.2. This indemnity shall not apply to the extent that the claim arises from:

17.2.1. use of the Services in combination with any software, data or materials not supplied by the Provider, where the infringement would not have arisen but for

such combination;

17.2.2. modification of the Services by any person other than the Provider;

17.2.3. use of the Services other than in accordance with this Agreement or the Provider's documentation; or

17.2.4. Customer Data.

17.3. If the Services become, or in the Provider's reasonable opinion are likely to become, the subject of a claim of infringement, the Provider may, at its option and expense:

17.3.1. procure for the Customer the right to continue using the Services;

17.3.2. modify or replace the Services so that they become non-infringing without materially reducing their functionality; or

17.3.3. if neither 17.3.1 nor 17.3.2 is commercially reasonable, terminate the affected Services on written notice and refund any prepaid fees for the terminated portion of the Services covering the remainder of the applicable Term.

17.3.4. The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including reasonable legal expenses and amounts reasonably paid in settlement of third-party claims) suffered or incurred by the Provider arising out of any claim brought against the Provider by a third party in connection with:

17.3.4.1. the Customer Data;

17.3.4.2. the Customer's use of the Services in breach of this Agreement; or

17.3.4.3. the Customer's breach of applicable law,

(each a "Customer Indemnity Event").

17.4. The indemnities set out in this clause 17 are subject to the indemnified party:

17.4.1. promptly notifying the indemnifying party in writing of any claim, provided that any failure to give prompt notice shall not relieve the indemnifying party of its liability except to the extent materially prejudiced;

17.4.2. giving the indemnifying party sole control of the defence and settlement of the claim, provided that no settlement admitting liability or imposing a financial obligation on the indemnified party may be agreed without that party's prior written consent, which may not to be unreasonably withheld or delayed; and

17.4.3. providing reasonable cooperation at the indemnifying party's expense.

17.5. The indemnity protection set out in this clause 17:

17.5.1. states the indemnified party's sole and exclusive remedy, and the indemnifying party's entire liability, in respect of the claims described in this clause; and

17.5.2. shall be subject to the limitations and exclusions of liability set out in this Agreement.

18. LIMITATION OF LIABILITY

18.1. Nothing in this Agreement will:

18.1.1. limit or exclude any liability for death or personal injury resulting from negligence;

18.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation; or

18.1.3. limit or exclude any liabilities in any way that is not permitted under Applicable Law.

18.2. The limitations and exclusions of liability set out in this clause 18 and elsewhere in this Agreement:

18.2.1. are subject to clause 18.1; and

18.2.2. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in delict (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

18.3. Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

18.4. Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

18.5. The aggregate liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under this Agreement in the 12 (twelve) month period preceding the commencement of the event or events, or USD 100 000, whichever is lower.

19. BREACH AND TERMINATION

19.1. Either Party may terminate or cancel this Agreement by providing the other Party with three (3) months written notice.

19.2. The Parties may agree by mutual consent and in writing to terminate or suspend this Agreement at any time, on any terms agreed between the Parties.

19.3. If any Party (the "Defaulting Party") breaches any material provision or term of this Agreement (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fails to remedy such breach within 10 (ten) days of receipt of written notice from the other Party (the "Aggrieved Party") requiring the Defaulting Party to do so, then the Aggrieved Party shall be entitled without notice, in addition to any other remedy available at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the Aggrieved Party's right to claim damages.

20. EFFECT OF TERMINATION

20.1. In the event of termination of this Agreement, howsoever arising:

20.1.1. the Recipient shall promptly return to the Disclosing Party all Confidential Information in its possession. At the Disclosing Party's request, the Recipient shall permanently delete or destroy all electronic and physical copies of the Confidential Information and shall confirm in writing that it has done so. Notwithstanding the foregoing, a Party may retain Confidential Information to the extent required by applicable law or retained automatically in secure backup

systems, provided that such information remains subject to the confidentiality obligations in this Agreement;

20.1.2. the Subscription and all rights granted to the Customer under this Agreement shall immediately cease and access to the Solution shall be revoked;

20.1.3. the Provider shall make Customer Data available to the Customer for export for a period of thirty (30) days, after which the Provider may delete the Customer Data in accordance with its standard data retention policies;

20.1.4. the Customer shall remain bound to any payment obligations set out in this Agreement;

20.1.5. termination shall not affect any rights, remedies, obligations or liabilities accrued prior to terminationand;

20.1.6. all provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect after termination.

21. FORCE MAJEURE

21.1. Neither Party shall be liable to the other for failing to perform or for any delay in performing any obligation in terms of this Agreement, other than a payment obligation, in the event and to the extent that such failure or delay is caused by a Force Majeure Event.

21.2. In the event that either Party ("Affected Party") is rendered unable to carry out the whole or any part of its obligations under this Agreement by reason of a Force Majeure Event, then:-

21.2.1. the Affected Party shall give written notice to such effect to the other Party;

21.2.2. the Affected Party shall, on giving notice in terms of clause 21.2.1 be excused from the performance of such obligations for the duration of, and to the extent caused by, such inability;

21.2.3. the Parties shall co-operate with each other and use all reasonable efforts to overcome, or failing which, to minimise the effect of such inability; and

21.2.4. during any period in which an Affected Party is prevented from fulfilling any of its obligations hereunder, the other Party shall be entitled to take such steps as may be reasonably necessary in the circumstances, to deal with the situation as it may deem fit, in order to meet the requirements in the normal and ordinary course of its operations, but shall have no claim against the Affected Party, whether for damages, loss of profits or otherwise.

21.3. If a Party's performance of the whole or a material part of its obligations under this Agreement is rendered impossible by reason of a Force Majeure Event, for a continuous period exceeding three (3) months from the date of the relevant notice in terms of clause 21.2.1 either Party shall be entitled by written notice to the other to terminate this Agreement, in which event neither Party shall have any claim against the other arising as a result of such termination.

22. GOVERNING LAW AND JURISDICTION

22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by and

construed in accordance with the laws of England and Wales.

22.2. Each Party irrevocably agrees that the competent courts of the United Kingdom, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation, including non-contractual disputes or claims.

23. ARBITRATION

23.1. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, and including non-contractual disputes or claims, shall be finally resolved by arbitration in accordance with the ICC Arbitration Rules in force at the date of commencement of the arbitration.

23.2. The seat of arbitration shall be London, United Kingdom, unless agreed otherwise between the Parties in writing.

23.3. The arbitration shall be conducted by one arbitrator, unless the ICC Rules require or the Parties agree that the dispute shall be determined by three arbitrators.

23.4. The language of the arbitration shall be English.

23.5. The arbitral award shall be final and binding on the Parties, and judgment upon the award may be entered in any court of competent jurisdiction.

23.6. Nothing in this clause shall prevent either Party from seeking interim or urgent relief from any competent court, including relief in support of arbitration.

24. NOTICES AND DOMICILIUM

24.1. The Parties choose the *Domicilium citandi et executandi* as set out in the Commercial Terms of this Agreement.

24.2. A Party may change its *Domicilium citandi et executandi* address by giving thirty (30) days' written notice to such effect to the other Party.

24.3. Every notice, consent or other communication required or permitted in terms of this Agreement from any Party shall be in writing. It shall be deemed sufficiently transmitted or given if and when:

24.3.1. hand-delivered to the other Parties at the *Domicilium citandi et executandi* specified, or at such other address as the Party may have designated in writing;

24.3.2. sent by email to the other Party at the email address specified in the Commercial Terms, or at such other email address as may have been specified by that Party in writing;

24.3.3. sent by courier, with postage prepaid for prompt delivery and addressed to the other Party at the *Domicilium citandi et executandi*, or at such other address as may have been specified by that Party in writing. A notice sent by courier in terms of this sub-clause shall be deemed to have been delivered on the seventh (7^{th}) business day after the date on which it was sent.

25. ASSIGNMENT AND TRANSFER

25.1. Neither Party shall without the prior written consent of the other Party, which consent will not unreasonably be withheld, cede, assign, transfer or otherwise make over the rights hereby

granted either wholly or in part to any third party.

26. WHOLE AGREEMENT, NO AMENDMENT AND GENERAL

26.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof.

26.2. No amendment, variation or consensual cancellation of this Agreement, and no settlement of any dispute arising under this Agreement, shall be binding unless recorded in a written document signed by or on behalf of both Parties, which may include electronic signature.

26.3. No extension of time, waiver, relaxation, suspension or agreement not to enforce any provision of this Agreement shall be binding unless recorded in a written document signed by the Party granting such extension, waiver, relaxation or suspension. Any extension, waiver, relaxation or suspension granted in accordance with this clause shall be effective only for the specific purpose and period for which it is granted and shall not constitute a waiver of any other right.

26.4. No *oral pactum de non petendo* shall be of any force or effect.

26.5. To the extent permissible by law, no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

26.6. No provision if this agreement is meant to effect that a third party acquires the right directly to demand performance.

26.7. Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

26.8. Each Party acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each of the Parties acknowledge that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties.

27. COSTS

27.1. Each Party shall bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

27.2. All costs, charges and expenses of every nature whatever which may be incurred by any Party in enforcing its rights in terms of this Agreement, including without limiting the generality of the foregoing, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Party against which such rights are successfully enforced.

28. EXECUTION IN COUNTERPARTS

28.1. This Agreement may be signed and delivered in counterparts, and each counterpart, when so

signed and delivered shall be deemed to be an original and all such counterparts, when taken together shall constitute one and the same Agreement.

28.2. Counterparts may be delivered by e-mailed scanned document.

[END]

1. PURPOSE AND SCOPE

1.1. This Service Level Agreement ("SLA") forms Annexure B to the Software as a Service Subscription Agreement between the Provider and the Customer. It outlines the service performance standards and Support Services.

1.2. This SLA applies only to Customers with an active paid Subscription and does not apply to free, trial, beta, evaluation, or zero-rated modules or users.

2. INITIAL TRAINING

2.1. The Provider shall provide the Customer with initial training and onboarding support to enable the Customer to familiarise itself with the Solution and to make effective use of its core functionalities. Such training may include access to:

2.1.1. introductory guidance on system navigation, user roles, and data input requirements;

2.1.2. an overview of reporting features, metrics and Generated Output, and dashboard use; and

2.1.3. documentation, user guides, or video resources to support continued learning.

2.2. Initial training shall be delivered remotely and within a reasonable time after activation of the Customer's Subscription. The scope and format of the training shall be determined by the Provider in its discretion, but shall be sufficient to enable the Customer to commence meaningful use of the Solution.

3. SERVICE AVAILABILITY

3.1. The Solution's uptime is 99.8% per calendar month, excluding scheduled maintenance as per clause 3.2.1.

3.2. Uptime shall be measured as the percentage of time the Solution is fully operational and accessible to the Customer's authorised users, excluding downtime due to:

3.2.1. scheduled maintenance (Clause 3.3);

3.2.2. Force Majeure Events;

3.2.3. failures caused by third-party services beyond the Providers control;

3.2.4. issues arising from the Customer's improper use or unauthorised modifications of the Solution.

3.3. The Provider shall provide the Customer with at least five (5) Business Days' prior written notice of any planned system maintenance. The Provider shall ensure that, during each calendar month, the aggregate period during which the Solution is unavailable as a result of scheduled maintenance, or negatively affected by scheduled maintenance to a material degree, does not exceed eight (8) hours.

3.4. Upgrades may take place from time to time, with downtime not exceeding thirty (30) minutes. The Provider shall make all reasonable effort to give the Customer at least 1 (one) hour written notice of Upgrades. The Provider will endeavour to perform these Upgrades outside of normal business hours the Territory unless the Upgrade is urgent, is a necessary security Upgrade, or

is required to solve an outstanding serious or critical support ticket.

3.5. The Provider shall notify the Customer as soon as reasonably practicable of any emergency maintenance required to ensure the security or stability of the Solution.

4. INCIDENT MANAGEMENT AND RESPONSE

4.1. The Provider shall provide support services to the Customer in accordance with the Customer's applicable Subscription tier and the features subscribed for by the Customer.

4.2. The Provider shall adhere to the following response and resolution times based on the severity of the issue, unless the issue is caused as a result of Force Majeure Events or failures caused by third-party services beyond the Provider's control (such as a cloud service outage):

Severity Level	Description	Response Time	Resolution Time
Critical	System-wide outage or severe performance degradation affecting all users	15 minutes	4 hours
High	Major feature failure impacting business operations or certain Sites but not a full outage	30 minutes	8 hours
Medium	Minor functionality issues affecting some users but with workarounds	2 hours	24 hours
Low	General inquiries, minor bugs, or feature requests	4 hours	Best effort

4.3. The Provider shall provide technical support during business hours on Business Days.

4.4. The Customer shall report all incidents through the Provider' designated support channels. the Provider shall provide real-time updates on the status of Critical and High severity issues.

4.5. The Customer acknowledges that support response times, escalation paths, and service levels may vary depending on the applicable Subscription tier and subscribed features.

5. MAINTENANCE

5.1. The Provider shall perform regular maintenance, updates and operational improvements necessary for the continued functionality, security, and performance of the Solution.

5.2. Maintenance windows may include planned downtime periods, provided that such downtime is managed in accordance with clause 3 above.

6. CUSTOMER RESPONSIBILITIES

6.1. Maintain secure control of their digital identities and credentials;

6.2. Use features only for legitimate business purposes;

6.3. Comply with applicable laws and regulations;

6.4. Not attempt to circumvent security or control mechanisms; and

6.5. Report suspected fraud or security incidents promptly.

[END]

1. PURPOSE AND STATUS OF THIS DATA PROCESSING AGREEMENT

1.1. This DPA forms part of the Subscription Agreement between the Provider and the Customer.

1.2. This DPA applies where the Provider processes Personal Information in connection with the Solution, the Subscription, support services, or any related services provided under or in connection with the Subscription Agreement.

1.3. The purpose of this DPA is to set out the Parties' respective rights and obligations in relation to the Processing of Personal Information and to ensure that such Processing is carried out in accordance with applicable Data Protection Legislation.

1.4. If there is a conflict between this DPA and the Subscription Agreement in relation to the Processing of Personal Information, this DPA will prevail to the extent of the conflict. The commercial terms, liability regime, dispute resolution provisions, governing law provisions and general contractual provisions of the Subscription Agreement will continue to apply, except to the extent expressly amended by this DPA or prohibited by applicable Data Protection Legislation.

2. DEFINITIONS

2.1. In this DPA, unless the context requires otherwise:

2.1.1. "**Affiliate**" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party;

2.1.2. "**DPA**" means this data protection agreement annexed to the Subscription Agreement between the Parties;

2.1.3. "**Customer**" means the customer that subscribes to the Solution under the Subscription Agreement;

2.1.4. "**Data Protection Legislation**" means all privacy, data protection, cybersecurity, breach notification and electronic communications laws applicable to the Processing of Personal Information under the Subscription Agreement, including, where applicable, POPIA, the EU GDPR, the UK GDPR, the UK Data Protection Act 2018, and any applicable regulations, codes, guidance or binding decisions issued by a competent supervisory authority;

2.1.5. "**Data Subject**" means an identified or identifiable natural person to whom Personal Information relates and includes a "data subject" as defined in POPIA, the EU GDPR and the UK GDPR;

2.1.6. "End User" means an individual authorised by the Customer to access or use the Solution under the Customer's Subscription;

2.1.7. "**EU GDPR**" means Regulation (EU) 2016/679, as amended or replaced from time to time;

2.1.8. "**Personal Information**" means any information relating to an identified or identifiable natural person and includes "personal information", "personal data", "personally identifiable information" and any equivalent term under Data Protection Legislation;

2.1.9. "**POPIA**" means the Protection of Personal Information Act, 2013;

2.1.10. "**Processing**" means any operation or activity concerning Personal Information, whether automated or not, including collection, receipt, recording, organisation, collation, storage,

updating, retrieval, alteration, use, dissemination, distribution, transfer, restriction, erasure or destruction;

2.1.11. "**Provider**" means the owner of the Solution identified in the Subscription Agreement;

2.1.12. "**Restricted Transfer**" means a transfer of Personal Information to a country or recipient that requires an appropriate transfer safeguard under Data Protection Legislation;

2.1.13. "**Security Incident**" means a confirmed or reasonably suspected breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information processed under this DPA;

2.1.14. "**Solution**" means the Provider' platform or product and related services made available under or in connection with the Subscription Agreement;

2.1.15. "**SCCs**" means the standard contractual clauses adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, as amended, replaced or superseded from time to time;

2.1.16. "**Sub-processor**" means any third party appointed by the Provider or the Provider Affiliate to process Personal Information on behalf of the Provider in connection with the Solution;

2.1.17. "**Subscription Agreement**" means the Provider SaaS subscription agreement under which the Customer subscribes to the Solution and to which this DPA is annexed;

2.1.18. "**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A of the UK Data Protection Act 2018, as amended, replaced or superseded from time to time; and

2.1.19. "**UK GDPR**" means the UK General Data Protection Regulation as defined in section 3(10) of the Data Protection Act 2018, as amended, supplemented or replaced from time to time.

2.2. The terms "**controller**", "**processor**", "**responsible party**", "**operator**", "**supervisory authority**" and similar terms will have the meanings given to them under the relevant Data Protection Legislation.

3. ROLES OF THE PARTIES

3.1. The Parties acknowledge that, for the purposes of this DPA:

3.1.1. the Customer acts as controller, responsible party or equivalent privacy role in relation to the Personal Information it submits to, or processes through, the Solution; and

3.1.2. the Provider acts as processor, operator or equivalent privacy role when processing such Personal Information on behalf of the Customer.

3.2. Nothing in this DPA prevents a Party from acting as an independent controller or responsible party where it processes Personal Information for its own lawful business purposes, including account management, contract administration, legal compliance, billing, financial reporting, information security, fraud prevention, or the establishment, exercise or defence of legal claims.

3.3. Each Party will comply with its obligations under Data Protection Legislation in respect of the Personal Information it processes under or in connection with the Subscription Agreement.

4. PROCESSING INSTRUCTIONS

4.1. The Provider will process Personal Information only:

4.1.1. to provide, operate, secure, support, maintain, improve and make available the Solution;

4.1.2. to perform its obligations under the Subscription Agreement;

4.1.3. in accordance with the Customer's documented lawful instructions;

4.1.4. as set out in this DPA, including Schedule 1; and

4.1.5. as required by applicable law.

4.2. The Customer's instructions include the Subscription Agreement, this DPA, the configuration of the Solution, support requests submitted by or on behalf of the Customer or End Users, and any other written instructions agreed by the Parties.

4.3. The Provider will promptly inform the Customer if, in the Provider' reasonable opinion, an instruction infringes Data Protection Legislation, unless prohibited from doing so by applicable law.

4.4. If applicable law requires the Provider to process Personal Information other than on the Customer's documented instructions, the Provider will notify the Customer before such Processing, unless applicable law prohibits the notification on important grounds of public interest.

4.5. Where the Provider Processes Personal Information relating to a Customer (including Personal Information supplied to the Provider by a reseller or other third party on the Customer's behalf) before the Subscription Agreement takes effect, for example, to set up or activate the Customer's account, such Processing will be governed by, and treated as subject to, the terms of this DPA as if it were in force from the date the Provider first Processed that Personal Information.

5. CUSTOMER RESPONSIBILITIES

5.1. The Customer is responsible for ensuring that:

5.1.1. it has a lawful basis for the Processing of Personal Information under the Subscription Agreement;

5.1.2. it provides all required privacy notices and transparency information to Data Subjects;

5.1.3. its instructions to the Provider are lawful, fair, transparent and complete;

5.1.4. it has all necessary rights, permissions, notices, authorisations and consents required to allow the Provider to process Personal Information in accordance with this DPA;

5.1.5. the Personal Information provided to the Provider is relevant, adequate and limited to what is necessary for the purposes of using the Solution; and

5.1.6. it does not upload or submit Special Category Personal Information, criminal offence information, children's information, health information, financial account information, identity numbers, government identifiers, or other sensitive information to the Solution unless expressly permitted under the Subscription Agreement or agreed in writing by the Provider.

5.2. The Customer will not instruct the Provider to process Personal Information in a manner that would cause the Provider to breach Data Protection Legislation.

6. CONFIDENTIALITY AND PERSONNEL CONTROLS

6.1. The Provider will ensure that persons authorised to process Personal Information are subject to appropriate confidentiality obligations, whether by contract, employment obligation, professional obligation or statutory duty.

6.2. The Provider will take reasonable steps to ensure that access to Personal Information is limited to personnel who require access to perform the Provider' obligations under the Subscription Agreement.

6.3. The Provider will provide appropriate data protection, confidentiality and information security awareness to relevant personnel having regard to their role and access rights.

7. SECURITY MEASURES

7.1. The Provider will implement and maintain appropriate technical and organisational measures designed to protect Personal Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access and other unlawful forms of Processing.

7.2. The measures referred to in clause 7.1will take into account the nature, scope, context and purposes of Processing, the risks to Data Subjects, the state of the art, implementation cost, and the nature of the Solution.

7.3. Without limiting clause 7.1, the Provider's security measures may include, as appropriate:

7.3.1. identity and access management controls;

7.3.2. encryption and data protection measures;

7.3.3. logical segregation of customer environments;

7.3.4. monitoring, logging and vulnerability management;

7.3.5. secure development and change management practices;

7.3.6. backup, resilience and disaster recovery measures;

7.3.7. incident detection and response procedures;

7.3.8. supplier and Sub-processor oversight measures; and

7.3.9. governance measures aligned to recognised information security standards and practices.

7.4. The Provider may update or modify its technical and organisational measures from time to time, provided that such updates or modifications do not materially reduce the overall level of security provided for the Personal Information.

7.5. The Parties acknowledge that the Provider is cloud native and built using AWS best practices for security and reliability the Provider holds, and will maintain for the duration of the Subscription, ISO/IEC 27001 certification.

8. SUB-PROCESSORS

8.1. The Customer gives the Provider general written authorisation to appoint Sub-processors to process Personal Information in connection with the Solution.

8.2. The Provider will ensure that each Sub-processor is bound by written terms that impose data protection obligations that are materially no less protective than the obligations imposed on the

Provider under this DPA, to the extent applicable to the nature of the services provided by that Sub-processor.

8.3. The Provider will remain responsible to the Customer for the performance of its Sub-processors' obligations in relation to Personal Information processed under this DPA.

8.4. The Provider may maintain a list of Sub-processors online or otherwise make it available to the Customer on request and may update the list from time to time.

8.5. The Provider will provide reasonable notice of any new Sub-processor where required by Data Protection Legislation. The Customer may object to a new Sub-processor on reasonable and documented data protection grounds within 10 business days after receiving notice.

8.6. The Customer may not object to a Sub-processor on grounds unrelated to data protection or information security.

9. INTERNATIONAL TRANSFERS

9.1. The Customer authorises the Provider to process and transfer Personal Information in any country in which the Provider, its Affiliates or its Sub-processors maintain facilities or personnel, provided that the Provider complies with this clause.

9.2. Where the Provider makes a Restricted Transfer, the Provider will ensure that the transfer is subject to an appropriate transfer mechanism recognised under Data Protection Legislation, which may include:

9.2.1. an adequacy decision or adequacy regulation;

9.2.2. the SCCs;

9.2.3. the UK Addendum;

9.2.4. contractual safeguards that satisfy POPIA section 72 or any successor provision;

9.2.5. binding corporate rules; or

9.2.6. another lawful transfer mechanism available under Data Protection Legislation.

9.3. Where the EU GDPR applies and Personal Information is transferred from the European Economic Area to a country not recognised as providing adequate protection, the SCCs apply and are incorporated into this DPA by reference as follows:

9.3.1. Module Two (controller to processor) applies, with the Customer as controller and the Provider as processor;

9.3.2. the optional docking clause will apply;

9.3.3. the information in Schedule 1 will be deemed to populate Annex I of the SCCs;

9.3.4. the technical and organisational measures in Schedule 2 will be deemed to populate Annex II of the SCCs; and

9.3.5. the Sub-processor information made available under Schedule 3 or the Provider' Sub-processor list will be deemed to populate Annex III of the SCCs.

9.4. Where the UK GDPR applies and Personal Information is transferred from the United Kingdom to a country not recognised as providing adequate protection, the UK Addendum will apply and is incorporated into this DPA by reference, together with the SCCs as amended by the UK Addendum.

9.5. The Parties will provide reasonable assistance to each other to complete any transfer impact assessment, transfer risk assessment or equivalent assessment required by Data Protection Legislation, taking into account the nature of the Processing, the transfer mechanism used, the countries involved, and the safeguards implemented by the Provider.

9.6. If a transfer mechanism relied on by the Parties is invalidated, amended, replaced or held by a competent authority to be insufficient, the Parties will cooperate in good faith to implement an alternative lawful transfer mechanism.

10. DATA SUBJECT REQUESTS

10.1. The Provider will, taking into account the nature of the Processing, provide reasonable assistance to the Customer by appropriate technical and organisational measures, insofar as reasonably possible, to enable the Customer to respond to requests from Data Subjects exercising rights under Data Protection Legislation.

10.2. If the Provider receives a request directly from a Data Subject in relation to Personal Information processed on behalf of the Customer, the Provider will, unless prohibited by applicable law:

10.2.1. not respond to the request except to confirm receipt and, where appropriate, refer the Data Subject to the Customer; and

10.2.2. promptly notify the Customer of the request.

10.3. The Provider may charge the Customer for assistance under this clause where the request is complex, excessive, repetitive, requires substantial technical work, or falls outside the standard functionality of the Solution.

11. ASSISTANCE WITH COMPLIANCE OBLIGATIONS

11.1. Taking into account the nature of the Processing and the information available to the Provider, the Provider will provide reasonable assistance to the Customer in complying with the Customer's obligations under Data Protection Legislation in relation to:

11.1.1. security of Processing;

11.1.2. Security Incidents;

11.1.3. data protection impact assessments;

11.1.4. prior consultation with supervisory authorities, where required; and

11.1.5. international transfer assessments.

11.2. The Provider may charge the Customer for assistance under this clause where the assistance is not required because of the Provider' breach of this DPA or Data Protection Legislation.

12. SECURITY INCIDENTS

12.1. The Provider will notify the Customer without undue delay after becoming aware of a Security Incident affecting Personal Information processed on behalf of the Customer.

12.2. The Provider' notification will, to the extent known and reasonably available at the time, include:

12.2.1. a description of the nature of the Security Incident;

12.2.2. the categories and approximate number of affected Data Subjects;

12.2.3. the categories and approximate volume of affected Personal Information;

12.2.4. the likely consequences of the Security Incident;

12.2.5. measures taken or proposed to address the Security Incident; and

12.2.6. contact details for further communication.

12.3. The Provider may provide the information referred to in clause 12.2 in phases as further information becomes available.

12.4. The Provider will take reasonable steps to investigate, contain and mitigate the Security Incident.

12.5. The Customer is responsible for determining whether a Security Incident must be notified to any supervisory authority, regulator or Data Subject, unless Data Protection Legislation require the Provider to make such notification directly.

12.6. The Provider will provide reasonable cooperation to the Customer in relation to any required regulatory or Data Subject notification.

12.7. The Provider' notification of, or response to, a Security Incident will not be construed as an admission of fault, liability or breach by the Provider.

13. AUDIT AND INFORMATION RIGHTS

13.1. The Provider will make available to the Customer information reasonably necessary to demonstrate the Provider' compliance with this DPA, including, where available and appropriate, security certifications, third-party audit reports, summaries, questionnaires, security documentation and written responses.

13.2. The Parties agree that the audit and information rights under this clause will be satisfied primarily through documentary review and written responses.

13.3. The Customer will not be entitled to conduct, or require the Provider to permit, any on-site audit, physical inspection, penetration test, vulnerability scan, source code review, access to the Provider systems, access to production environments, access to other customer data, or access to confidential security architecture, except where mandatory Data Protection Legislation require such access and no reasonable alternative is available.

13.4. Any information provided by the Provider under this clause will be the Provider' Confidential Information and may be subject to reasonable confidentiality, security and access restrictions.

14. RETURN AND DELETION

14.1. On termination or expiry of the Subscription Agreement or the relevant Subscription, the Provider will, at the Customer's election and subject to the functionality of the Solution, return or delete Personal Information processed on behalf of the Customer within a reasonable period.

14.2. If the Customer does not make an election within 30 days after termination or expiry, the Provider may delete the Personal Information in accordance with its standard deletion practices.

14.3. The Provider may retain Personal Information to the extent required by applicable law, for legal, regulatory, accounting, security, backup or legitimate business record purposes, provided that the Provider continues to protect such Personal Information in accordance with this DPA for as long as it is retained.

14.4. Personal Information contained in backups may be retained until overwritten or deleted in accordance with the Provider' standard backup retention cycles, provided that the Personal

Information is not actively processed except for backup, recovery, security, continuity or legal compliance purposes.

14.5. The Provider may retain anonymised, aggregated or de-identified data that does not identify a Data Subject and is not reasonably capable of being re-identified.

15. AI, ANALYTICS AND SERVICE IMPROVEMENT

15.1. The Provider may process usage data, telemetry data, log data, diagnostic data and performance data generated through use of the Solution for the purposes of operating, securing, monitoring, supporting, maintaining and improving the Solution.

15.2. The Provider may create and use aggregated, anonymised or de-identified data for analytics, benchmarking, reporting, product improvement, security improvement, service development and similar legitimate business purposes, provided that such data does not identify the Customer, an End User or any Data Subject and is not reasonably capable of being re-identified.

15.3. The Provider will not use Personal Information processed on behalf of the Customer to train any artificial intelligence model made available to third parties. Where the Provider uses Customer data to fine-tune or improve AI functionality within the Solution, it keeps that data logically segregated from other customers' data and obfuscates, anonymises or de-identifies it before such use so that it no longer identifies a Data Subject.

15.4. Where AI-enabled functionality forms part of the Solution, the Provider will use reasonable measures designed to ensure that such functionality is implemented in accordance with Data Protection Legislation and appropriate security controls.

15.5. The Provider will provide reasonable information about AI-enabled functionality in the Solution where required by Data Protection Legislation or reasonably requested by the Customer for customer transparency purposes.

16. SENSITIVE INFORMATION

16.1. The Customer will not submit Special Category Personal Information, children's information, criminal offence information, health information, biometric information, precise geolocation information, identity numbers, financial account information or other sensitive information to the Solution. The Solution is not designed or intended to Process such information.

16.2. The Provider is not responsible for reviewing Personal Information submitted to the Solution to determine whether it includes sensitive information.

17. RECORDS AND COMPLIANCE DOCUMENTATION

17.1. Each Party will maintain records of Processing activities to the extent required by Data Protection Legislation.

17.2. The Provider will maintain appropriate records relating to the Processing it performs on behalf of the Customer, including records required to demonstrate compliance with this DPA.

18. PERSONAL INFORMATION OF BUSINESS CONTACTS

18.1. Each Party may independently process Personal Information relating to the other Party's representatives, personnel and business contacts for ordinary business administration, relationship management, contract management, billing, legal compliance, security and communication purposes.

18.2. In relation to the Processing described in clause 18.1, each Party acts as an independent controller or responsible party and must comply with Data Protection Legislation.

19. LIABILITY

19.1. Subject to clause 19.2, each Party's liability under or in connection with this DPA will be subject to the exclusions, limitations and liability cap set out in the Subscription Agreement.

19.2. Nothing in this DPA limits or excludes liability to the extent that such liability cannot be limited or excluded under Data Protection Legislation.

19.3. This DPA does not create unlimited liability, separate indemnities or additional remedies unless expressly stated.

20. TERM AND SURVIVAL

20.1. This DPA will commence on the effective date of the Subscription Agreement and will continue for as long as the Provider processes Personal Information under or in connection with the Subscription Agreement.

20.2. Clauses that by their nature should survive termination will survive termination, including confidentiality, security, deletion, return, liability, audit confidentiality and international transfer provisions.

SCHEDULE 1: PROCESSING DESCRIPTION

1. SUBJECT MATTER OF PROCESSING

The Provider processes Personal Information in connection with the provision, operation, support, maintenance, security and improvement of the Solution, being a SaaS platform used in the supply chain industry.

2. DURATION OF PROCESSING

For the duration of the Subscription Agreement, any applicable Subscription, and any additional period required for deletion, return, backup retention, legal compliance or dispute management.

3. NATURE AND PURPOSE OF PROCESSING

The nature and purpose of Processing may include:

3.1. creating and managing user accounts;

3.2. providing access to the Solution;

3.3. enabling supply chain workflows and related platform functionality;

3.4. hosting, storing and transmitting data;

3.5. providing technical support;

3.6. monitoring performance, availability and security;

3.7. troubleshooting and issue resolution;

3.8. maintaining logs and audit records;

3.9. preventing, detecting and responding to security incidents;

3.10. maintaining and improving the Solution;

3.11. analytics and reporting, where permitted under the DPA; and

3.12. complying with applicable legal obligations.

4. CATEGORIES OF PERSONAL INFORMATION

The categories of Personal Information may include:

4.1. names;

4.2. business contact details;

4.3. email addresses;

4.4. telephone numbers;

4.5. job titles and roles;

4.6. employer or organisation details;

4.7. user IDs and account credentials;

4.8. access and authentication data;

4.9. usage data;

4.10. log data;

4.11. support ticket data;

4.12. supply chain transaction data;

4.13. shipment, order, logistics or operational data;

4.14. customer, vendor, supplier or logistics partner contact data;

4.15. location related data where configured or used in the Solution; and

4.16. other Personal Information submitted to the Solution by or on behalf of the Customer or End Users.

5. CATEGORIES OF DATA SUBJECTS

The categories of Data Subjects may include:

5.1. Customer personnel and authorised users;

5.2. End User personnel and authorised users;

5.3. customers;

5.4. suppliers;

5.5. vendors;

5.6. logistics partners;

5.7. warehouse personnel;

5.8. drivers;

5.9. contractors;

5.10. support contacts;

5.11. business contacts; and

5.12. other individuals whose Personal Information is submitted to or processed through the Solution.

6. FREQUENCY OF PROCESSING

Continuous for the duration of the Subscription Agreement or relevant Subscription.

7. PROCESSING LOCATIONS

Personal Information is hosted in Amazon Web Services data centres in the AWS Europe (Ireland) region (eu-west-1).

SCHEDULE 2: TECHNICAL AND ORGANISATIONAL MEASURES

For purposes of the SCCs and applicable Data Protection Legislation, the technical and organisational measures applicable to the Processing activities are those described in clause 7 of this DPA.

1. GENERAL

The Provider may use Sub-processors to provide cloud hosting, infrastructure, support, monitoring, communications, security, analytics, AI functionality, and other services necessary or useful for the provision of the Solution.

2. SUB-PROCESSOR LIST

The Provider will make available a list of material Sub-processors by:

2.1. publishing the list on an online page notified to the Customer;

2.2. making the list available through the Solution or customer portal; or

2.3. providing the list to the Customer on request.

3. MATERIAL SUB-PROCESSORS

Amazon Web Services, Inc. (AWS).

1. APPLICATION

This Schedule applies where POPIA applies to the Processing of Personal Information under the Subscription Agreement.

2. ROLE ALLOCATION

For the purposes of POPIA, unless the contracting structure or Processing activity requires otherwise:

2.1. the Customer is the Responsible Party; and

2.2. the Provider is the Operator.

3. OPERATOR OBLIGATIONS

The Provider will:

3.1. process Personal Information only with the knowledge or authorisation of the Customer;

3.2. treat Personal Information as confidential;

3.3. not disclose Personal Information unless required by law or in the proper performance of the Subscription Agreement;

3.4. implement appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of Personal Information;

3.5. take reasonable measures to prevent loss of, damage to, unauthorised destruction of, and unlawful access to or Processing of Personal Information; and

3.6. notify the Customer where there are reasonable grounds to believe that Personal Information has been accessed or acquired by an unauthorised person.

4. SECURITY COMPROMISES

4.1. The Provider will notify the Customer without undue delay after becoming aware of reasonable grounds to believe that Personal Information processed on behalf of the Customer has been accessed or acquired by an unauthorised person.

4.2. The Customer remains responsible for determining whether notification to the Information Regulator or Data Subjects is required, unless POPIA requires the Provider to notify directly.

5. CROSS-BORDER TRANSFERS

5.1. The Customer authorises the Provider to transfer Personal Information outside South Africa where the transfer complies with POPIA section 72 or another lawful transfer basis under POPIA.

5.2. Without limiting clause 5.1, the Provider may transfer Personal Information outside South Africa where:

5.2.1. the recipient is subject to a law, binding corporate rules or binding agreement that provides an adequate level of protection;

5.2.2. the transfer is necessary for the performance of the Subscription Agreement or the relevant Subscription;

5.2.3. the Customer has authorised the transfer; or

5.2.4. another lawful basis under POPIA applies.

6. DIRECT MARKETING

The Provider will not use Personal Information processed on behalf of the Customer for the Provider' own direct marketing purposes unless the Provider has an independent lawful basis under POPIA and has provided any required notices.

1. APPLICATION

This Schedule applies where the EU GDPR applies to the Processing of Personal Information under the Subscription Agreement.

2. ARTICLE 28 REQUIREMENTS

The provisions of the DPA are intended to satisfy Article 28 of the EU GDPR where the Provider acts as processor.

3. SCC INCORPORATION

Where Personal Information is transferred from the European Economic Area to a country that is not subject to an adequacy decision and no other transfer mechanism applies, the SCCs are incorporated into the DPA by reference.

4. MODULE SELECTION

4.1. Module Two applies where the Customer is a controller and the Provider is a processor.

5. SCC ANNEXES

5.1. Annex I of the SCCs is completed by the information in Schedule 1 and the Parties' details in the Subscription Agreement.

5.2. Annex II of the SCCs is completed by the information in Schedule 2.

5.3. Annex III of the SCCs is completed by the information in Schedule 3 or the Provider' Sub-processor list.

6. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority will be determined in accordance with the SCCs and the EU GDPR, having regard to the location of the relevant exporter, the relevant Data Subjects and the applicable Processing activity.

7. CONFLICT

If there is a conflict between the SCCs and any other part of the DPA or the Subscription Agreement, the SCCs will prevail to the extent required by the EU GDPR.

1. APPLICATION

This Schedule applies where the UK GDPR applies to the Processing of Personal Information under the Subscription Agreement.

2. UK ADDENDUM

Where Personal Information is transferred from the United Kingdom to a country that is not subject to UK adequacy regulations and no other transfer mechanism applies, the UK Addendum is incorporated into this DPA by reference together with the SCCs.

3. COMPLETION OF UK ADDENDUM TABLES

The UK Addendum tables will be completed as follows:

3.1. the Parties' details are set out in the Subscription Agreement;

3.2. the selected SCC module is determined under Schedule 5;

3.3. the appendix information is set out in Schedules 1, 2 and 3;

3.4. the importer may update Sub-processor information in accordance with the DPA; and

3.5. the governing law and forum will be determined in accordance with the UK Addendum.

4. CONFLICT

If there is a conflict between the UK Addendum and any other part of this DPA or the Subscription Agreement, the UK Addendum will prevail to the extent required by the UK GDPR.