

Master Services Agreement:

Preamble V10-11



This **Preamble V10-11** replaces all previously signed Preamble version(s) (if any). It forms part of the **Master Services Agreement** and its provisions, which, together with all annexures incorporated by reference, are an integral part of the Master Services Agreement. Where signed electronically and contained within a digital envelope or PDF, the signature hereof binds the signer to all annexures and provisions contained within the same digital envelope or PDF.

Company, individual, CC or Partnership		('Counterpart')	
Company Registration or ID Number		Vat Number	
Physical Address			
Postal Address			
Tel Number		Fax Number	

Technical Contact name		Email Address	
Telephone Number		Mobile Number	

Administrative Contact name		Email Address	
Telephone Number		Mobile Number	
Billing Contact name		Email Address	
Telephone Number		Mobile Number	

Bank Account name	('The Account')		
Bank / Institution		Branch	
Account Number		Branch Code	
Threshold Values	Gross Asset Value:		Annual Turnover:

Schedule name	The annexures specified as "Included" below are incorporated by reference:				
	Service Schedule	Version	Service Fees Schedule	Version	Included/Excluded
Master Services	Annexure A	V10-11	Annexure A1	V10-11	Included
Support Services	Annexure B	V10-11	Annexure B1	V10-11	Included
Flowgear Integration Services	Annexure C	V10-11	Annexure C1	V10-11	Included

I acknowledge that I have reviewed and understood the contents of all annexures designated as "Included" above. I accept their incorporation by reference into this Master Services Agreement.

Counterpart Signer Initial here:

For and on behalf of Counterpart (who warrants his or her authority)		For and on behalf of Service Provider	
Signature		Signature	
Printed Name		Printed Name	
Designation		Designation	
Place		Place	
Date		Date	

The undersigned guarantor(s) does/do hereby unconditionally guarantee, as individual(s), payment of any indebtedness incurred by the above applicant to SP, whether now due or hereafter incurred. If more than one individual signs below, each shall be fully liable hereunder jointly and severally. The guarantor(s) obligation(s) hereunder shall remain in full force and effect unless/until a signed release is executed by SP in writing. This Agreement shall be construed under the laws of the state of Delaware yet enforceable in any jurisdictional venue at SP's sole discretion. SP also reserves sole discretion to determine whether any disputes or disagreements between the Parties hereto should be addressed via litigation, mediation or binding/non-binding arbitration.

Signature, rendered as Individual Guarantor		Signature, rendered as Individual Guarantor	
Printed Name		Printed Name	
Designation		Designation	
Place		Place	
Date		Date	

Master Services Agreement:

General Conditions V10-11



These **General conditions V10-11** replace all previously signed/incorporated version(s) of the General Conditions (if any) and form part of the **Master Services Agreement** and its provisions, which are an integral part of the Master Services Agreement. Words and phrases shall have the following meanings unless the context otherwise requires:

1. Interpretation

- 1.1. The clause headings contained herein are for reference purposes only and shall not be used in the interpretation of this agreement. Words which denote any one gender include the other gender. The singular includes the plural and vice versa. A reference to any person shall include natural persons, artificial persons, unincorporated entities, and their successors-in-title and assigns. Any reference to a number of days excludes weekends and public holidays and shall be reckoned exclusively of the first and inclusively of the last day. Anything which is required to be done, performed or recorded in or reduced to writing (including but not limited to written requests, consents, directions and matters to be in writing) may be done, performed or reduced to writing provided by way of a data message, including but not limited to emails, the DocuSign Process or RSign Process. In this Master Services Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
 - 1.2. **"Authorised person"** means:
 - 1.2.1. In the case of SP, **JJ Milner, Daniel Chilcott**, or such other persons nominated by them in a written notice to the Counterpart from time to time.
 - 1.2.2. In the case of Counterpart, the individual(s) identified by the Counterpart as their Technical Contact and Administrative Contact in the Preamble of this Master Services Agreement, or as may otherwise be advised in writing from time to time.
 - 1.2.3. **"Anniversary"** means the annual recurrence of the date marking the start of a Subscription.
 - 1.2.4. **"Change"** means amendment, variation or supplementing of or the addition to this Master Services Agreement and **"Changed"** shall have the corresponding meaning.
 - 1.2.5. **"Commitment Period"** shall have the meaning ascribed to that term in the Reseller Appointment (if any).
 - 1.3. **"Confidential Information"** means all proprietary and confidential information (whether written or oral) of the parties, including, but without limitation to, trade secrets, technical information, business information, know-how, methods, techniques, formulae, data, processes, specifications, plan, drawing, pattern, sample, and other trade secrets.
 - 1.4. **"Content"** means data, information, video, graphics, sound, music, photographs, software, independent software vendor applications, and any other materials (in whatever form) or services that may be made available.
 - 1.5. **"Corrupt Practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of this Master Services Agreement.
 - 1.6. **"Counterpart Confidential Information"** means the Confidential Information disclosed by the Counterpart to SP.
 - 1.7. **"Customer"** means the person to whom the Services are provided, either (i) by a reseller pursuant to an agreement concluded between the reseller and the end customer or (ii) by SP pursuant to an agreement concluded between the SP and the customer.
 - 1.8. **"Customer Information"** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available on the Customer equipment (directly or indirectly) by or on behalf of the Customer by using the Service. Customer Information may include information about the Customer (including individual employees or its representatives) or the Customer's users, which may include personal information.
 - 1.9. **"DocuSign Process"** means the process by which this Master Services Agreement may be electronically reviewed and signed by the Parties through www.docusign.net and by way of a digital envelope bearing a unique number which digital envelope has been created by the SP for the Counterpart.
 - 1.10. **"Electronically Signed"** means affixing an electronic initial and an electronic signature to this Master Services Agreement through the DocuSign Process, the RSign Process or Order Porter Process and **"Electronic Signature"** shall have a corresponding meaning.

- 1.11. "**Force Majeure**" means an event beyond the control of the SP and not involving the SP's fault or negligence and which event is not foreseeable. Such events may include but are not restricted to acts of the Counterpart in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions and freight embargoes.
- 1.12. "**Fraudulent Practice**" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder. It includes collusive practice among bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.13. "**Intellectual Property Rights**" means (i) copyright, patents, know-how, confidential information, database rights, and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 1.14. "**Internet**" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol").
- 1.15. "**Master Services Agreement**" means collectively, the Preamble, these General Conditions, the Master Services Schedule, the Service Schedule(s), the Service Fee Schedule(s) and any Reseller Appointment(s) as changed per clause 13 from time to time.
- 1.16. "**Master Services Schedule**" means any service schedule forming part of this Master Services Agreement that governs the provision of Services by SP to the Counterpart.
- 1.17. "**Microsoft Online Services**" means any service provided by SP to the Customer utilising the Microsoft Cloud Solution Provider ('CSP') Program, including (but not limited to) Microsoft Office 365, Microsoft Intune, Microsoft Enterprise Mobility Suite, Microsoft Azure and Microsoft CRM Online.
- 1.18. "**Month-to-Month Rate**" or "**MMR**" means (1) the amount specified on the Order Form, or (2) the amount specified in the Service Fee Schedule in respect of Subscription Periods of 1 (one) month, whichever is greater.
- 1.19. "**Operational Service Date**" means the date when the Service described in the Service Schedule(s) is available for use by the Counterpart, as contemplated in clause 2.2.
- 1.20. "**Order**" means an order for a Service through the Portal. An Order may include multiple Subscriptions to a Service.
- 1.21. "**Order Porter Process**" means the process by which this Master Services Agreement and Orders may be electronically reviewed and accepted by Counterpart through www.orderporter.com and by way of a PDF created by the SP for the Counterpart.
- 1.22. "**Parties**" means SP, and the Counterpart and "**Party**" shall, as the context requires, mean any of them.
- 1.23. "**Partner of Record**" or "**POR**" means an SP-approved third party (who has concluded a separate Advisor Agreement with SP), selected by Customer, to be "tied" or "connected" to Customer's account. POR acts as an advisor to Customers and assists with subscribing and selecting Services. Assigning a Partner of Record to Customer Services does not impact Subscription Fees, support or Services the Customer receives from SP. Additionally, it does not provide the POR with access to Customer Information.
- 1.24. "**Portable Document Format**" or "**PDF**" is a file format created by Adobe Systems Incorporate, used to present documents independently of application software, hardware, and operating systems.
- 1.25. "**Portal**" means the SP Portal accessible from the SP website <http://www.flowgear.net> or at an alternate website identified by SP where Order(s) may be placed.
- 1.26. "**Reseller**" shall have the meaning ascribed to that term in the Reseller Appointment (if any) unless the Master Services Agreement is being concluded directly between the Customer and SP, in which case the Reseller shall have the same meaning as SP.
- 1.27. "**RSign Process**" means the process by which this Master Services Agreement may be electronically reviewed and signed by the Parties through www.rsign.com and a digital envelope bearing a unique number created by the SP for the Counterpart.
- 1.28. "**Service**" means the service or, where appropriate, the services or part of the service described in each of the Service Schedule(s) which is(are) applicable to this Master Services Agreement from time to time.
- 1.29. "**Service Schedule**" means any service schedule forming part of this Master Services Agreement as at the Signature Date or which forms part of this Master Services Agreement in accordance with clause 13 and which governs the provision of any particular Service by SP to the Counterpart.

- 1.30. **"Service Schedule Fees"** means the Subscription Fees applicable to the provision of Services by SP to the Counterpart as reflected in the Service Fee Schedule forming part of the relevant Service Schedule.
- 1.31. **"Service Provider or SP"** means **Flowgear LLC, EIN 38-4131033**, including its authorised sub-contractors and agents.
- 1.32. **"SP Address"** means **10151 Deerwood Park Blvd, Jacksonville, FL 32256, United States of America**.
- 1.33. **"SP Email Address"** means **legal@flowgear.net**.
- 1.34. **"Showcase Functionality" or "Preview Functionality"** means the Service's elements that provide additional enhancement. SP uses showcase Functionality to perform real-world testing and evaluate the suitability of formal inclusion into the Service.
- 1.35. **"Signature Date"** means the date of the signature of the last Party signing this Master Services Agreement.
- 1.36. **"SKU"** means the stock-keeping unit SP uses to track the features and editions associated with a Subscription. SP may append a SKU suffix to track the SKU characteristics, including but not limited to the Subscription Period.
- 1.37. **"SLA Liability Limit"** means the Service Level Agreement Liability Limit defined in the Master Services Schedule.
- 1.38. **"Subscription"** means the temporary arrangement per Customer, for Counterpart to pay for and Customer to receive use of a specific Service ordered or consumed for each Customer. There are three (3) classifications of Subscriptions:
 - 1.38.1. **"Committed Subscription"** means a commitment in advance to pay based on a specific quantity of a Service during a Subscription Period.
 - 1.38.2. **"Consumption Subscription"** means a commitment to pay based on actual usage of a Service in the preceding month with no upfront commitment for the Subscription Period.
 - 1.38.3. **"Combination Subscription"** means a Subscription that is a combination of a Committed Subscription and a Consumption Subscription.
- 1.39. **"Subscription Period"** means the specific period (or duration) for which a Subscription is valid.
- 1.40. **"Third Party Information"** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available through the Service.
- 1.41. **"Working Day"** means 08:00 am to 5:00 pm (South Africa local time), Monday to Friday, excluding public holidays in the Republic of South Africa.

2. Effective date and duration

- 2.1. This Master Services Agreement commences on the Signature Date and shall have a 'Minimum Term' of 36 (thirty-six) months. Subject to clause 12, this Master Services Agreement shall endure while any Subscription, Service Schedule, Service Fees Schedule or Reseller Appointment remains in force.
 - 2.1.1. Notwithstanding the Minimum Term for this Master Services Agreement, each Subscription will have a Subscription Period selected in accordance with clause 17.
- 2.2. Any Changes to this Master Services Agreement will be effective as of and commence on the date determined in accordance with clauses 14.3, 14.5, 14.7 (as appropriate), provided such Change is made in accordance with clause 13.

3. Provision of Service

- 3.1. SP will provide the Counterpart with the Service on the terms and subject to the conditions detailed in this Master Services Agreement.
- 3.2. SP will use reasonable endeavours to provide the Service by the date agreed with the Counterpart. Still, all dates are estimates, and SP shall have no liability for any failure to meet any date except as expressly provided in the Service Schedule(s). SP will provide the Service with the reasonable skill and care of a competent service provider and use reasonable efforts to provide uninterrupted Service. Still, from time to time, faults may occur, which SP will repair in accordance with the fault repair service as set out in the Service Schedule(s).
- 3.3. SP shall be entitled:
 - 3.3.1. For operational reasons to change the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service.

- 3.3.1.1. Even though Showcase feature(s) may be described in the Service Schedules, they are temporary, do not form part of the Service's technical specification, and may be removed by the SP (in its sole discretion) without notice.
- 3.3.2. To give the Counterpart reasonable instructions which it believes are necessary for reasons of health, safety, or the quality of any Service provided by SP to the Counterpart or any other person, and the Counterpart undertakes to comply with such reasonable instructions.
- 3.3.3. Subject to reasonable notice, to suspend the Service for operational reasons including, without limitation, repair, maintenance or improvement provided that the Service shall be restored as soon as possible.
- 3.3.4. To suspend the Service immediately in an emergency provided that the Service shall be restored as soon as reasonably possible.
- 3.4. Except for the hardware, software and communications services described as being provided by SP in the Service Schedule(s), the Counterpart is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service, specifications for which, the SP will provide, upon written request by Counterpart.
- 3.5. The Service provided by the SP in terms of this Master Services Agreement does not include the provision of telecommunications services (including access to the Internet) necessary to connect to the Service without limitation.
- 3.6. Except where expressly provided in clauses 10.1 thru 10.6 in this Master Service Agreement, SP shall have no liability for any interruption, change of technical specification, implementation of instructions provided by SP to the Counterpart or suspension of the Service.

4. Resale of the Service

- 4.1. The Counterpart shall be required to conclude a Reseller Appointment annexure to be entitled to re-sell the Service.
- 4.2. The Counterpart acknowledges and agrees that SP provides the Service to the Counterpart on a non-exclusive basis.

5. Connection of equipment to Service

- 5.1. The Counterpart must ensure that any equipment connected to or used with the Service must be connected and used in accordance with applicable instructions, safety and security procedures.
- 5.2. The Counterpart must ensure that any equipment attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation.

6. Intellectual property rights

- 6.1. Any specifications, descriptive matter, drawings and other documents which SP may furnish to the Counterpart from time to time (1) Do not form part of the Service and may not be relied upon unless otherwise agreed in writing by both parties hereto, and (2) Shall remain the property of SP and shall be deemed to have been imparted by it in confidence to the Counterpart for the sole use of the Counterpart.
- 6.2. Nothing contained in this Master Services Agreement or any of the documentation exchanged between SP and the Counterpart confers or shall be deemed to confer on any party any rights in or licence to use any Intellectual Property Rights of the other Party except and insofar as is necessary to provide the Service in terms of this Master Services Agreement.

7. Intellectual property rights indemnities

- 7.1. The Counterpart hereby indemnifies SP against such claims and proceedings arising from an infringement of any SP's Intellectual Property Rights because of the Counterpart's breach of SP's or Original Equipment Manufacturer's software licence conditions as informed by SP for Customer's utilisation of the Service.
- 7.2. SP warrants to the Counterpart that SP is lawfully entitled to use any intellectual property utilised by SP in the provision of the Services to Counterpart under this Master Services Agreement.
- 7.3. Subject to clause 7.4 **Error! Reference source not found.**, SP indemnifies Counterpart against any claim (an "Intellectual Property Claim") brought against Counterpart by a third party arising from a breach by SP of the warranty provided under clause 7.2. If an Intellectual Property Claim is notified to or instituted against the Counterpart, the Counterpart shall immediately give written

notice to SP. It shall provide SP with all such information and documentation as SP may reasonably require concerning such Intellectual Property Claim. SP shall be entitled, on written notice to Counterpart, to assume control of any legal proceedings pertaining to an Intellectual Property Claim provided that SP shall be liable for all reasonable costs and expenses incurred by Counterpart in relation to such legal proceedings. Notwithstanding any other provision of this Master Services Agreement (including, without limitation, clause 13), in the event of an Intellectual Property Claim, SP shall be entitled, on written notice to Counterpart, to vary the provision of Services to Counterpart which Service was adversely affected by the Intellectual Property Claim in such manner as SP reasonably deems necessary to reduce or eliminate any potential liability under such Intellectual Property Claim.

- 7.4. SP shall have no obligation to indemnify Counterpart under clause 7.3 in respect of any liability arising under, or in connection with, any Intellectual Property Claim to the extent that such liability would not have arisen but for the breach of this Agreement by the Counterpart.
- 7.5. Each Party's rights and obligations under this paragraph 7 shall survive the termination of the Master Services.

8. Confidentiality

- 8.1. The Parties will confidentially keep any Confidential Information obtained under this Master Services Agreement. They will not disclose Confidential Information to any person (other than their employees or professional advisers without the prior written consent of the other party). Disclosure to any such employed person in terms of this clause 8.1 shall be confidential. It shall extend only as necessary for performance under this Master Services Agreement.
- 8.2. This paragraph 8 will not apply to:
 - 8.2.1. Any information which has been placed in the public domain other than through a breach of this Master Services Agreement.
 - 8.2.2. Information lawfully in the possession of the recipient before the disclosure under this Master Services Agreement took place.
 - 8.2.3. Information obtained from a third party who is free to disclose it; and
 - 8.2.4. Information that a party is required by law to disclose.
- 8.2.4.1. For the avoidance of doubt, no provision of this Master Services Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Confidential Information in terms of the provisions of the Promotion of Access to Information Act, No 2 of 2000, as amended ('the Act');
- 8.3. Without the Counterpart's prior written consent, SP shall not use any Counterpart Confidential Information except for performing Services under the Master Services Agreement.
- 8.4. Any Counterpart Confidential Information, other than the Master Services Agreement, shall remain the property of the Counterpart and shall be returned (all copies) to the Counterpart on completion of SP's performance under the Master Services Agreement if so required by the Counterpart.
- 8.5. SP shall permit the Counterpart to inspect SP's records relating to the performance of SP under the Master Services Agreement and to have them audited by auditors appointed by the Counterpart if so required by the Counterpart.
- 8.6. Each Party's rights and obligations under this paragraph 8 shall survive the termination of the Master Services Agreement.

9. Service Schedule Fees

- 9.1. All fees are exclusive of Value Added Tax (VAT).
- 9.2. All fees will be billed in accordance with a signed Service Fee Schedule for each Service. The fees due and payable by the Counterpart to SP may be subject to discounts as may be agreed between the Parties from time to time, provided that any discounts shall only be of force and effect to the extent that they are expressly recorded in writing.
- 9.3. The Counterpart's liability for Service Schedule Fees will commence on the date contemplated in clause 2.2 read with clause 14. Service Schedule Fees will be calculated with reference to the applicable Service Fee Schedule, the type of Subscription(s) and SP's data in respect of usage and provisioned resources. This data will be set out in statements, invoices, or reports furnished by SP to the Counterpart. The Service Schedule Fees shall not be subject to deduction or set-off of any amount of whatsoever nature or for whatsoever reason.

- 9.4. SP is entitled to charge the Month-to-Month Rate for any usage or consumption over and above the amounts or capacity specified in the Order Form or Subscription.
- 9.5. SP is entitled to charge the Month-to-Month Rate for any Subscription that is not renewed, which remains available for use by Customer or is utilised by Customer beyond the end of the Subscription Period.
- 9.6. For Subscription Periods of 12 (twelve) months or more:
- 9.7. On the earlier of the start of SP's financial year or the anniversary of each Subscription, SP may increase the Service Schedule Fees by the greater of 7% (seven per cent) or the year-on-year percentage change in the Consumer Price Index (United States Department of Labour – All Major Categories less Food and Energy) or the year-on-year percentage change in the Consumer Price Index (United States Department of Labour – All Major Categories less Food) on 30 days written notice to the Counterpart or such other period as may be stated in the relevant Service Schedule. To avoid doubt, SP shall be entitled to delay applying Service Schedule Fees increase(s) and apply the increases at a future date.
- 9.8. For Subscription Periods of less than 12 (twelve) months or where no Subscription Period has been specified:
 - 9.8.1. SP may increase the Service Schedule on 30 days written notice to the Counterpart or such other period as stated in the relevant Service Schedule.
- 9.9. SP will invoice the Counterpart monthly (the "Billing Period") as follows:
 - 9.9.1. The setup fees, if any, and the first Billing Period's recurring Service Schedule Fees up to 30 days before the Operational Service Date.
 - 9.9.2. Subsequent Service Schedule Fees will be invoiced monthly in advance of the Billing Period.
 - 9.9.3. Upgrades, downgrades and over-use will be invoiced monthly in arrears of the Billing Period.
- 9.10. The Counterpart will pay the Service Schedule Fees per its prevailing payment terms with SP. Any amount falling due for payment by the Counterpart to SP in terms of or pursuant to this Master Services Agreement, which is not paid on its due date, may, at the discretion of the SP, bear interest calculated from the invoice date until the date of payment, at a rate of 2% above the standard prime overdraft rate as determined by SP's bank, from time to time, monthly in arrears. Additionally, SP reserves the right to suspend the provision of the Service to the Counterpart immediately if the Counterpart is in default of payment. Such suspension is without prejudice to SP's rights, which have accrued before reinstatement.
- 9.11. All Service Schedule Fees will be invoiced and paid in **US Dollars** unless stated in the Service Schedule Fees. Value Added Tax or any other applicable country sales or use tax or like charge in a country where the Service is provided, payable by the Counterpart, will be added to SP's invoices as appropriate.
- 9.12. The Counterpart acknowledges that the SP shall be entitled to generate and deliver invoices electronically.
- 9.13. The Counterpart acknowledges that the Counterpart may be subject to SP's credit vetting procedures and that SP may, at any time, require the Counterpart to pay a deposit or provide a guarantee as security for payment of future bills.
 - 9.13.1. In addition, for all Services billed in arrears or subject to variability, SP requires the customer to Pre-Fund the Customer's Account. The Pre-Funding amount is held as a deposit for the duration of the Master Services Agreement.
 - 9.13.2. The Customer agrees to be bound by SP's credit vetting procedures. SP may require that the Customer increase the Pre-Funding amount.
- 9.14. Where SP has provided any service, equipment or infrastructure dedicated to Counterpart for Counterpart's exclusive use, the Counterpart acknowledges that in the event of SP being in possession of any of the Counterpart's Property, and in the event of any monies being outstanding by the Counterpart to SP at any time, SP shall have a bona fide lien over such property and shall have the right to retain same until such time that the Counterpart has paid all outstanding amounts to SP in full.
- 9.15. Notwithstanding anything to the contrary contained herein, any charge increases from third parties payable in respect of Services rendered by SP under the Master Services Agreement may be passed on to the Counterpart upon 30 days prior written notice. Upon written request by Counterpart, SP will provide a declaration from SP's auditors that the increase was consistent with the increase in third-party charges. Said increases in Service Schedule Fees shall never exceed a Fifteen Percent (15%) annual escalation, excluding the effect of the Dollar exchange rate on third-party charges, which shall not be limited to Fifteen Percent (15%) and may be passed on to the Counterpart as and when those Service Schedule Fees become effective. Should the annual escalation exceed Fifteen Percent (15%) because of increases in Service Schedule Fees from third parties payable in terms

of this Master Services Agreement and not because of the effect of the Rand-Dollar exchange rates, the Counterpart may terminate this Master Services Agreement by way of 60 days written notice to SP.

- 9.16. Payments Free of Withholding. If there is a deduction or withholding required by law from a payment made pursuant to this Agreement, the sum due from the Counterpart shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, SP receives a sum equal to the sum it would have received had no deduction of withholding been made.

10. Limitation of liability

- 10.1. Notwithstanding any other provision of this Master Services Agreement (save for 10.2 and **Error! Reference source not found.** below), in no event will SP, its members, directors, officers, employees, contractors, agents, and invitees be liable to the Counterpart for any indirect or consequential damages (including without limitation, loss of goodwill, profit, revenue, savings or interruption of business) caused by, arising from or in any way connected with the provisions of this Master Services Agreement (including breach thereof) or any act or omission performed or omitted to be performed by SP in connection with the Master Services Agreement.
- 10.2. Subject to clauses 10.1, 10.4, 10.5, and 10.6 and any provision of this Master Services Agreement expressly limiting the liability of SP, SP's liability to the Counterpart in contract or delict or otherwise in relation to a breach of the Service Level Agreement ('**SLA Breach**') is limited to the SLA Liability Limit (as specified in the Master Services Schedule). Services are subject to a Bronze Service Level Agreement (Bronze SLA') unless otherwise specified.
- 10.3. Subject to clauses 10.1, 10.4, 10.5, and 10.6, save for a claim related to a SLA Breach which shall be governed by the provisions of clause 10.2, SP's liability to the Counterpart in contract or delict or otherwise in respect of a claim ('**Relevant Claim**') caused by, arising from or in any way connected with the provisions of this Master Services Agreement (including breach thereof) and/or any act or omission performed or omitted to be performed by SP in connection with the Master Services Agreement shall be limited to the lesser of (i) the indemnity limit applicable to such Relevant Claim under SP's professional indemnity insurance policy ('**PI Policy**'), and (ii) the amount ('**Indemnity Amount**') actually paid to SP by the underwriter ('**Underwriter**') of the PI Policy in respect of such Relevant Claim, provided that SP undertakes in favour of the Counterpart to (a) utilise its reasonable commercial endeavours to ensure timeous compliance by SP with all procedural obligations imposed on SP by the PI Policy in relation to the Relevant Claim including, without limitation, timeous notification to the Underwriter of the Relevant Claim, and (b) effect payment to the Counterpart of an amount equivalent to any Indemnity Amount paid to SP by Underwriter in respect of such Relevant Claim within 10 days of receipt by SP of the relevant Indemnity Amount.
- 10.4. SP shall not have any liability whatsoever in respect of any claim arising from or in any way connected with Counterpart Information, Third Party Information, or any other material which can be accessed or acquired using the Service and is not responsible in any way for any goods (including without limitation Products and software) or services provided, promoted, advertised, sold or otherwise acquired by means of the Service or on the Internet).
- 10.5. SP shall not be liable to the Counterpart, whether in contract or delict or otherwise, in respect of any claim caused by, arising from or is in any way connected with the act or omission of any other provider of telecommunications or Internet services (including domain registration authorities) or for the faults in or failures of their equipment.
- 10.6. The Counterpart hereby indemnifies SP and holds SP harmless against all third-party claims of whatsoever nature and howsoever arising (and whether founded in contract, delict, statute or otherwise) caused by, arising from or in any way connected with the provision of the Service by the SP to Counterpart including, without limitation, any cessation, delay or defect in the provision of the Service by the Counterpart.

11. Matters beyond either Party's reasonable control

- 11.1. If either Party is prevented either directly or indirectly from carrying out all or any of its obligations under this Master Services Agreement due to Force Majeure, the Party so affected shall be relieved of its obligations hereunder during the period that such Force Majeure event and its consequences continue but only to the extent so prevented. The affected Party shall not be liable for any delay or failure in the performance of any obligations hereunder, provided that written notice shall forthwith be given

of any such inability to perform by the affected Party. Notwithstanding the aforesaid, unless otherwise directed by the Counterpart in writing, SP shall continue to perform its obligations under this Master Services Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 11.2. If SP is prevented by restrictions of a legal or regulatory nature from supplying the Service, SP will have no liability to the Counterpart for failure to supply the Service.
- 11.3. If any of the events detailed in clauses 11.1 or 11.2 continue for more than 3 (three) months, either Party may serve notice on the other terminating this Master Services Agreement.
- 11.4. To avoid doubt, SP shall not be liable for damages or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Master Services Agreement result from an event of Force Majeure.

12. Breach

- 12.1. Either Party may cancel this Master Services Agreement immediately on notice if the other:
 - 12.1.1. Commits a material breach of this Master Services Agreement, which is capable of remedy, and fails to remedy the breach within 14 (fourteen) days of written notice to do so; or
 - 12.1.2. commits a material breach of this Master Services Agreement which cannot be remedied; or
 - 12.1.3. commits an act of insolvency; or
 - 12.1.4. allows any judgement against it in excess of \$5 000 (Five Thousand Dollars) to remain unsatisfied for 14 (fourteen) days or more after it comes to the notice, or ought reasonably to have come to the notice, of the board of directors of the defaulting Party without taking steps to have the judgement rescinded or taken on appeal or review as appropriate;
 - 12.1.5. or is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestered or voluntarily surrendered.
- 12.2. Where SP has cancelled this Master Services Agreement in terms of clause 12.1 through 12.1.5, the Counterpart shall, without prejudice or limitation to any other remedy that SP may have in law, be liable for all Service Schedule Fees that would have been due and payable by the Counterpart under this Master Services Agreement but for the cancellation.

13. Changes to this Master Services Agreement and adding to this Master Services Agreement with additional Service Schedule(s)

- 13.1. Save as expressly provided in this Master Services Agreement, no Change to or consensual cancellation of this Master Services Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties by an Authorised Person of each of the Parties in accordance with this clause 13.
- 13.2. Subject to clause 13.1, if either Party wishes to Change this Master Services Agreement, the procedure detailed in this clause 13.2 shall be followed:
 - 13.2.1. The requesting Party must give written notification to the other Party providing particularity of the proposed Change (including but not limited to adding additional Service Schedule(s) to this Master Services Agreement) and the reason.
 - 13.2.2. The Parties will discuss the proposed Change.
 - 13.2.3. Within a reasonable time of receipt of written notification from the requesting Party of a proposed Change, the other Party will notify the requesting Party in writing whether the proposed Change is feasible and the likely financial, contractual, technical and other effects and the terms and conditions of the proposed Change (Change notice). If the proposed Change relates to a Service Schedule(s), the terms and conditions of such Change (including the Service Schedule Fees applicable to that Service Schedule) will be those set out in the relevant Service Schedule(s) attached to this Master Services Agreement unless specifically agreed otherwise by each of the Parties in writing.
 - 13.2.4. Within a reasonable time of receipt of the Change Notice, the requesting Party will advise the other Party in writing whether it unconditionally accepts the Change and wishes this Master Services Agreement to be amended to incorporate the Change as contemplated in the Change Notice.
 - 13.2.5. Where the Parties agree to Change this Master Services Agreement, such Change must be recorded in writing and signed by an Authorised Person of both Parties in accordance with clause 14.

- 13.3. Notwithstanding the provisions of clause 13.1, SP shall be entitled to amend this Master Services Agreement in accordance with the undermentioned procedure:
- 13.3.1. SP shall give the Counterpart 60 (sixty) days written notice of its intention to amend the Master Services Agreement provided that the aforesaid notice shall provide the Counterpart with full particularity of the proposed amendment.
- 13.3.2. The proposed amendment shall be effected on the 60th (sixtieth) day following receipt by the Counterpart of the written notice referred to in clause 13.3.1 unless the Counterpart is able to demonstrate that the proposed amendment reasonably results in the terms and conditions of the Master Services Agreement becoming materially commercially more onerous for the Counterpart, in which event the proposed amendment shall not be effected.

14. Signature of this Master Services Agreement and signature of Changes to this Agreement

- 14.1. Without prejudice to clause 13, this Master Services Agreement and any Changes hereto may be either physically signed or Electronically Signed. One form of signature will not preclude the other form of signature.
- 14.2. To the extent this Master Services Agreement is Electronically Signed, such Electronic Signature:
- 14.2.1. Will be valid and binding if the DocuSign Process or RSign Process has been followed by an Authorised Person of each Party.
- 14.2.2. Will be valid and binding if the Order Porter Process has been followed by an Authorised Person of each Party.
- 14.2.3. Will be effective as of and commence on the Signature Date save to the extent expressly agreed otherwise by the Parties in writing (as contemplated in clause 2.1).
- 14.3. To the extent a Change in this Master Services Agreement is Electronically Signed, such Electronic Signature:
- 14.3.1. Will be valid and binding if the process contemplated in clause 13 has been complied with and has been Electronically Signed by an Authorised Person; and
- 14.3.2. Will be effective as of and commence on the date on which the other Party receives the written notice of unconditional acceptance referred to in clause 13.2.5, save to the extent expressly agreed otherwise by the Parties in writing (Operational Service Date).
- 14.4. To the extent this Master Services Agreement is signed physically, such physical signature:
- 14.4.1. Will be valid and binding if signed by an Authorised Person of each of the Parties; and
- 14.4.2. Will be effective as of and commence on the Signature Date, save to the extent expressly agreed otherwise by the Parties (in writing as contemplated in clause 2.1).
- 14.5. To the extent a Change to this Master Services Agreement is signed physically, such physical signature:
- 14.5.1. Will be valid and binding if the process contemplated in clause 13 has been complied with and has been signed by an Authorised Person; and
- 14.5.2. Will be effective as of and commence on the date on which it is last signed, save to the extent expressly agreed otherwise by the Parties (in writing (Operational Service Date)).
- 14.6. To the extent that this Master Services Agreement is both physically signed and Electronically Signed, this Master Services Agreement:
- 14.6.1. Will be valid and binding if signed by an Authorised Person of each of the Parties; and
- 14.6.2. Will be effective as of and commence on the earlier Signature Date, save to the extent expressly agreed otherwise by the Parties in writing.
- 14.7. To the extent a Change to this Master Services Agreement is both physically signed and Electronically Signed, the Change:
- 14.7.1. Will be valid and binding if the process contemplated in clause 13 has been complied with and has been signed by an Authorised Person; and
- 14.7.2. Will be effective as of and commence on the date of the earlier signature, save to the extent expressly agreed otherwise by the Parties in writing (Operational Service Date), provided the process in this clause 13 has been complied with.

15. Termination of Subscription(s) by notice

- 15.1. To terminate a Subscription, the Counterpart must send the request to SP's Cancellation Desk at cancellations@flowgear.net.
- 15.1.1. No termination will be in force of effect unless the SP's cancellation desk approves the termination. To ensure that termination is completed at the end of the Subscription cycle, SP may start to decommission the service up to 1 week before the end of the Subscription cycle.
- 15.2. **Data return and deletion**
- 15.2.1. SP shall have no obligation to retain Counterpart's data beyond the Subscription Period and may delete Counterpart's data.
- 15.2.2. If SP (in its sole discretion) permits retention of Counterpart's data beyond the Subscription Period or termination date ('Retention Period'), Counterpart shall remain responsible for all Service Schedules Fees (to be charged at the Month-to-Month Rate) during this Retention Period.
- 15.2.3. Counterpart agrees that unless Counterpart has specifically concluded and paid SP for (i) a data export Subscription or (ii) a data migration Subscription, SP has no additional obligation to continue to hold, export or return Counterpart's data and that SP shall have no liability whatsoever for deletion of Counterpart's data pursuant to clause 15.2.1.
- 15.3. **For Subscriptions with a 1 (one) month term:**
- 15.3.1. Counterpart may terminate the Subscription subject to the following:
- 15.3.2. The provisions of paragraphs 15.5 thru 15.7;
- 15.3.2.1. A minimum of **1 (one) calendar month's** written notice to SP's cancellation desk before the end of the Subscription Period.
- 15.3.2.2. Payment for (i) the period up to an including the date when the Subscription will terminate, and (ii) all outstanding amounts due to SP must reflect in SP's bank account a minimum of **30 (thirty) days** before the date when the Subscription will terminate.
- 15.3.2.3. Termination will be effective at the end of the monthly Subscription cycle.
- 15.4. **For Subscriptions with 1 (one) to 5 (five) year terms:**
- 15.4.1. Customerpart may request termination of a Subscription to be effective the last day before the Anniversary of the Subscription subject to:
- 15.4.2. The provisions of paragraphs 15.5 thru 15.7;
- 15.4.2.1. A minimum of **3 (three) calendar months'** written notice to SP's cancellation desk before the end of the Subscription Period.
- 15.4.2.2. Payment for (i) the period up to an including the date when the Subscription will terminate, (ii) all outstanding amounts due to SP, and (iii) any applicable Cancellation Fee described in 15.4.2.3 must reflect in SP's bank account a minimum of **30 (thirty) days** before the date when the Subscription will terminate;
- 15.4.2.3. An early termination Cancellation Fee will apply when the termination date is not the end of the Subscription Period, according to the table below:

Subscription Term	Cancellation Fee
1 (one) Year	Early termination is not permitted
2 (two) Years	2 (two) x monthly Subscription fees
3 (three) Years	3 (three) x monthly Subscription fees
4 (four) Years	4 (four) x monthly Subscription fees
5 (five) Years	5 (five) x monthly Subscription fees

By way of example: If the monthly Subscription fee is \$1000 (one thousand dollars) and the Subscription Period is 2 (two) years, and a Subscription is cancelled at the end of the first year, a Cancellation Fee of \$2000 (two thousand dollars) will be charged.

For all Subscriptions with 1 (one) month or 1 (one) to 5 (five) year terms

- 15.5. Counterpart may not terminate a Subscription:
 - 15.5.1.1. Outside of notice periods specified in 15.3.2.1 and 15.4.2.1 or elsewhere in this Agreement; or
 - 15.5.1.2. Any time after termination of this Agreement; or
 - 15.5.2. Any time where Counterpart is in breach of this Agreement or has been placed on notice of breach any time during this Agreement; or

15.6. Exclusions to early termination of Subscriptions by Customer

- 15.6.1. Counterpart may not terminate a Subscription early, i.e., before the end of the Subscription Period where a Subscription includes:
 - 15.6.1.1. Subscriptions with a 1 (one) month or 1 (one) year Subscription Period
 - 15.6.1.2. Equipment rental.
 - 15.6.1.3. Hardware dedicated to the Counterpart.
 - 15.6.1.4. Professional services and setup fees,
 - 15.6.1.5. Discounted Service Schedule Fees; or
 - 15.6.1.6. 3rd party services which do not permit early termination; or
 - 15.6.1.7. Any Service, including but not limited to Microsoft Online Services or Amazon Web Services, where the Customer seeks to re-subscribe to the Service via an entity other than SP. The early termination mechanism is intended to assist the Counterpart in matching its Subscriptions with its capacity requirements. It is not intended to be a mechanism to switch service providers.

15.7. Exclusions to early termination of Subscriptions by Resellers who have concluded a Reseller Agreement

- 15.7.1. Counterpart may not terminate a Subscription:
 - 15.7.1.1. Any time after 6 (six) months prior to the end of any Commitment Period; or
 - 15.7.1.2. Any time after the expiry of any Commitment Period.

16. Subscription(s) Renewal

- 16.1. Unless terminated by notice per 15 or 16.2, all Subscriptions (other than Trial Subscriptions) automatically renew, as specified in the table below.

Subscription Term	Automatic Renewal before the end of the Subscription Period
1 (one) Month	1 (one) Calendar month
1 (one) to 5 (five) Years	3 (three) Calendar months

- 16.2. SP may, during the Subscription period, elect to:
 - 16.2.1. Not to renew a Subscription upon expiration by providing at least **30 (thirty)** days prior written notice.
 - 16.2.2. Renew a Subscription at the Month-to-Month rate by providing at least **30 (thirty)** days prior written notice.
 - 16.2.2.1. The Subscription Period after renewal will be 1 (one) month.
 - 16.2.2.2. The Service Schedule Fees will increase to the prevailing charges associated with a 1 (one) month Subscription.
- 16.3. The quantity of Services in the Subscription is automatically renewed at the time of renewal.

17. Selection of Subscription and Subscriptions Periods

- 17.1. Service Schedule Fees for different Subscription Periods are specified in the Service Fees Schedule(s) and the Portal.
 - 17.1.1. Counterpart will be required to select a Subscription Period when placing an Order, failing which any Service provisioned without specifying a Subscription Period will be deemed Committed Subscriptions with a Subscription Period of 1 (one) month.

17.1.2. SP will be entitled to populate the Portal with 'dummy' Order information to facilitate the provisions of 17.1.1. The Counterpart will be required to specifically Order a Consumption Subscription if a Consumption Subscription is available and the Counterpart so desires.

18. Subscription Upgrades and Downgrades

18.1. To increase resources within a Subscription ('Subscription Upgrade'), the Counterpart must follow the process on the Portal or contact SP Help Desk. Unless otherwise specified, Subscription Upgrades via the Portal do not extend the Subscription Period or constitute a Subscription Renewal.

18.2. To reduce resources in a Subscription ('Subscription Downgrade'), the Counterpart must send the request to SP's Cancellation Desk at cancellations@flowgear.net.

18.2.1. No Subscription Downgrade will be in force of effect unless the SP's cancellation desk approves the downgrade. To ensure that downgrade is completed at the end of the Subscription cycle, SP may start to downgrade the service up to 1 week before the end of the Subscription cycle.

18.3. Data return and deletion

18.3.1. SP shall have no obligation to retain Counterpart's data after a Subscription Downgrade and may delete Counterpart's data.

18.3.2. If SP (in its sole discretion) permits retention of Counterpart's data beyond the Downgrade date ('Retention Period'), Counterpart shall remain responsible for all Service Schedules Fees (to be charged at the Month-to-Month Rate) during this Retention Period.

18.3.3. Counterpart agrees that unless Counterpart has specifically concluded and paid SP for (i) a data export Subscription or (ii) a data migration Subscription, SP has no additional obligation to continue to hold, export or return Counterpart's data and that SP shall have no liability whatsoever for deletion of Counterpart's data pursuant to clause 18.3.1.

18.4. For Subscriptions with a 1 (one) month term:

18.4.1. Counterpart may request a Subscription Downgrade subject to the following:

18.4.2. The provisions of paragraphs 18.6 thru 18.8;

18.4.2.1. A minimum of **1 (one) calendar month's** written notice to SP's cancellation desk before the end of the Subscription Period.

18.4.2.2. Payment for (i) the period up to an including the date when the Subscription will downgrade, and (ii) all outstanding amounts due to SP must reflect in SP's bank account a minimum of **30 (thirty) days** before the date when the Subscription will downgrade.

18.4.2.3. The Subscription downgrade will be effective in the next monthly Subscription cycle.

18.5. For Subscriptions with 1 (one) to 5 (five) year terms:

18.5.1. Counterpart may request a Subscription Downgrade to be effective the day after the Anniversary of the Subscription subject to:

18.5.2. The provisions of paragraphs 18.6 thru 18.8;

18.5.2.1. A minimum of **3 (three) calendar months'** written notice to SP's cancellation desk before the Subscription's Anniversary.

18.5.2.2. Payment for (i) the period up to an including the date when the Subscription will downgrade, (ii) all outstanding amounts due to SP, and (iii) any applicable Cancellation Fee described in 18.5.2.3 must reflect in SP's bank account a minimum of **30 (thirty) days** before the date when the Subscription will terminate;

18.5.2.3. An early downgrade Cancellation Fee will apply when the termination date is not the end of the Subscription Period, according to the table below:

Subscription Term	Cancellation Fee
1 (one) Month	Reduction in resources is not permitted
1 (one) Year	Reduction in resources is not permitted
2 (two) Years	2 (two) x monthly reduction in Subscription fees
3 (three) Years	3 (three) x monthly reduction in Subscription fees

4 (four) Years	4 (four) x monthly reduction in Subscription fees
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By way of example: If the monthly Subscription fee is \$1000 (one thousand dollars) is downgraded to \$500 (five hundred dollars) and the Subscription Period is 2 (two) years, and a Subscription is reduced at the end of the first year, a Cancellation Fee of \$1000 (one thousand dollars) will be charged.

For all Subscriptions with 1 (one) month or 1 (one) to 5 (five) year terms

- 18.6. Counterpart may not terminate a Subscription:
 - 18.6.1.1. Outside of notice periods specified in 18.4.2.1 and 18.5.2.1 or elsewhere in this Agreement; or
 - 18.6.1.2. Any time after termination of this Agreement; or
 - 18.6.2. Any time where Counterpart is in breach of this Agreement or has been placed on notice of breach any time during this Agreement; or

- 18.7. **Exclusions to downgrades of Subscriptions by Customer**
 - 18.7.1. Counterpart may not downgrade a Subscription early, i.e., before the end of the Subscription Period where a Subscription includes:
 - 18.7.1.1. Subscriptions with a 1 (one) month or 1 (one) year Subscription Period
 - 18.7.1.2. Equipment rental.
 - 18.7.1.3. Hardware dedicated to the Counterpart.
 - 18.7.1.4. Professional services and setup fees,
 - 18.7.1.5. Discounted Service Schedule Fees; or
 - 18.7.1.6. 3rd party services which do not permit downgrades; or
 - 18.7.1.7. Any Service, including but not limited to Microsoft Online Services or Amazon Web Services, where the Customer seeks to re-subscribe to the Service via an entity other than SP. The downgrade mechanism is intended to assist the Counterpart in matching its Subscriptions with its capacity requirements. It is not intended to be a mechanism to switch service providers.

- 18.8. **Exclusions to downgrades of Subscriptions by Resellers who have concluded a Reseller Agreement**
 - 18.8.1. Counterpart may not downgrade a Subscription:
 - 18.8.1.1. Any time after 6 (six) months prior to the end of any Commitment Period; or
 - 18.8.1.2. Any time after the expiry of any Commitment Period.

19. Solicitation of Employees

- 19.1. The Counterpart undertakes that, for the duration of this Master Services Agreement and for a period of 36 (thirty-six) months after the termination of this Master Services Agreement, the Counterpart and any person or entity with which the Counterpart is directly or indirectly associated, engaged, concerned or interested, whether financially or otherwise, shall not (i) solicit the employment of or employ any person employed by SP during the term of this Master Services Agreement or (ii) procure or receive Services from any person who acted as a service provider to, or sub-contract of, SP in relation to the performance by SP of its obligations under this Master Services Agreement. The Counterpart acknowledges and agrees that the restraint imposed upon it in terms of this clause is reasonable as to subject matter, period and territorial limitation and is not more than is reasonable and necessarily required by SP to maintain its legitimate business interests. Each Party's rights and obligations under this clause shall survive the termination of this Master Services Agreement.
- 19.2. The SP undertakes that, for the duration of this Master Services Agreement and for a period of 36 (thirty-six) months after the termination of this Master Services Agreement, the SP and any person or entity with which the SP is directly or indirectly associated, engaged, concerned or interested, whether financially or otherwise, shall not solicit the employment of, or employ any person employed by Counterpart during the term of this Master Services Agreement. The SP acknowledges and agrees that the restraint imposed upon it in terms of this clause is reasonable as to subject matter, period and territorial limitation and is not more than is reasonable and necessarily required by Counterpart to maintain its legitimate business interests.

- 19.3. Each Party's rights and obligations under these clauses 19.1 and 19.2 shall survive the termination of this Master Services Agreement.

20. Assignment

- 20.1. The Counterpart may not, without the prior written consent, which shall not be unreasonably withheld, cede its rights or delegate its obligations under this Master Services Agreement to any other person.
- 20.2. SP shall be entitled to cede any of its rights and delegate any obligations under this Master Services Agreement to any third party.

21. Entire agreement

- 21.1. This Master Services Agreement contains the whole agreement between the Parties and supersedes all previous written or oral agreements relating to its subject matter.
- 21.2. The Parties acknowledge and agree that they have not been induced to enter into this agreement by any representation, warranty or other assurance not expressly incorporated into it, and neither Party shall be bound by any express or implied representation, warranty, promise or the like not recorded herein.

22. Addresses

- 22.1. Each Party chooses the address set out opposite its name below as its address to which any written notice relating to this Master Services Agreement (save for operational notices as contemplated in the Master Services Schedule may be addressed);
- 22.1.1. **SP:**
- 22.1.1.1. Address: SP Address and Facsimile reflected in clause 1.32 or the SP Email Address reflected in clause 1.33
- 22.1.1.2. Attention: SP Authorised person reflected in clause 1.2.1.
- 22.1.2. **The Counterpart:**
- 22.1.2.1. The physical address or email address of any Administrative Contact, Technical Contact or Billing Contact of the Counterpart reflected in (i) the Master Services Agreement, (ii) these General Conditions, (iii) the Order, the Order Porter Process, (iv) or the Portal.
- 22.1.2.2. For the attention of the signatory of the Counterpart to these General Conditions.
- 22.2. The Parties hereby choose:
- 22.2.1. The addresses set out in clause 22.1 above.
- 22.2.2. The email addresses where email is sent via a registered email service including but not limited to RSign, an RPost™ service.
- 22.3. Any Party may, by written notice to the other party, change its chosen address for purposes of this clause to another address, provided that the change shall become effective on the 14th (fourteenth) day after receipt of the notice by the addressee.

23. ACH Debit Authorization

- 23.1. **For all Subscriptions paid monthly:**
- 23.1.1. The Counterpart hereby authorises SP to utilise the services of SP's banker or authorised POR to draw against The Account or any other bank or branch to which the Counterpart may transfer its account, an amount as determined and agreed in terms of the Service Schedules with SP on the 1st day of each month or the 15th day (depending on the billing cycle selected by the SP) of each and every month commencing after the Operational Start Date until termination of the Service Schedule(s) by either Party.
- 23.1.2. The Counterpart shall be required to pay a deposit over to SP, equal to three (3) months Service Schedule Fees or alternatively provides a bank guarantee acceptable to SP.
- 23.2. **For all Subscriptions paid annually in advance:**
- 23.2.1. The Counterpart may settle Service Schedule Fees by electronic bank transfer.

24. General

24.1. **Governing Law; Jurisdiction:**

24.1.1. This Agreement is governed by the laws of the state of Delaware, without regard to its principles of choice of law. With the exception of a payment dispute between the parties, a party must bring and maintain any action within the legal jurisdiction of the state of Delaware.

24.2. **Collection Costs:**

24.2.1. Customer hereby agrees that all invoices due to Client will be paid on-time on the due date specified on the invoice. In the absence of a due date specified on the invoice, all invoices will be paid on-time on net 30 days from the date of invoice. Customer also agrees to pay to SP any/all incurred reasonable attorney's fees and 3rd-party collection expenses, as well as accrued interest resulting from any past-due indebtedness beyond the due date. It shall not be necessary to first institute suit, nor to pursue or exhaust its remedies due to any payment delinquency in order to unconditionally entitle SP to the full and total obligation owed by the Customer and/or the undersigned guarantor.

24.3. **Payment Disputes:**

24.3.1. In the event of a payment dispute between the Parties, they will mutually endeavour to resolve the matter informally by way of discussions and negotiations between themselves, and/or between their respective legal counsel or other 3rd party mediator. In the event the Parties are unable to reach an accord and legal remedies are indicated, such an action shall be enforceable in any U.S. state, city or county jurisdictional venue, at SP's discretion.

24.4. No indulgence by a Party to another or failure strictly to enforce the terms of any of the provisions of this Master Service Agreement or any document issued or executed pursuant to or in terms of this Master Services Agreement shall be construed as a waiver or be capable of founding an estoppel.

24.5. Each provision of this Master Services Agreement is severable from all others, notwithstanding the manner in which they are linked together or grouped grammatically and if, in terms of any judgement or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force and effect.



1. Introduction

- 1.1. **We are proud to provide an extensive range of services that are designed to meet organisations' needs for robust security, reliability and user productivity.**
- 1.2. This catalogue of **Service Schedules and Service Fees Schedules**, provides detailed descriptions of the Services and features that are available, as well as the Subscription Fees associated with varying Subscription Periods.
- 1.3. The catalogue also includes a **Master Services Schedule** which describes universal terms applicable to all Services.
- 1.4. The Schedules included in this catalogue are:

Schedule Name	Service Schedule	Version	Service Fees Schedule	Version
Master Services	Annexure A	V10-11	Annexure A1	V10-11
Project Support Services	Annexure B	V10-11	Annexure B1	V10-11
Flowgear Integration Services	Annexure C	V10-11	Annexure C1	V10-11

- 1.5. These schedules are subject to change. Please contact SP to confirm you have the most up to date version.

Master Services Agreement:

Annexure A: Service Schedule – Master Services V10-11



This **Master Service Schedule V10-11** replaces all previously signed / incorporated version(s) of the Master Services Schedule (if any) and forms part of the **Master Services Agreement** and its provisions which are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions shall (unless otherwise defined in this Master Services Schedule) bear the same meanings where used in this Master Services Schedule. In this Master Services Schedule, the following words and phrases shall have the following meanings unless the context otherwise requires:

1. Interpretation

- 1.1. **"24x7"** means 00h00 – 23h50 (+2:00UTC), Sunday – Saturday including public holidays.
- 1.2. **"Applicable Monthly Period"** means, for a calendar month in which a Service Credit is owed, the number of days that a Customer is a subscriber for a Service.
- 1.3. **"Applicable Monthly Service Schedule Fees"** means the total fees paid for a Service that are applied to the month in which a Service Credit is owed.
- 1.4. **"Base Labour Rate" or "BLR"** means the fee specified in the Service Fees Schedule for 1000 (one thousand) Support Units per hour of support rendered by a Tier-2 support resource during Silver Coverage Hours.
- 1.5. **"Downtime"** is defined for each Service in the Services Schedule(s). Unless specifically stated, Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Schedule(s).
- 1.6. **"End User Support"** – means the initial level of support provided to Customer's end users, including responding to initial telephone calls and emails. This support often involves situations where service users ask for technical assistance to resolve simple problems or obtain answers for "how to" questions".
- 1.7. **"Error"** means an unexpected and undesired result of Service functionality as it applies specifically to the Service.
- 1.8. **"Error Code"** means an indication that an operation has failed, such as an HTTP status code in the 5xx range.
- 1.9. **"Extended Working Hours"** means 06h30 – 21h30 (+2:00GMT), Monday – Friday excluding public holidays.
- 1.10. **"External Connectivity"** is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.
- 1.11. **"General Conditions"** means the general conditions forming part of this Master Services Agreement.
- 1.12. **"Help Desk"** means the helpdesk facility provided by SP to handle enquiries and administration for the Service.
- 1.13. **"Issue"** means a general situation of dissatisfaction with non-working or not properly working Service functionality, which may be caused by an Error.
- 1.14. **"Incident"** means (i) any single event, or (ii) any set of events, that result in Downtime.
- 1.15. **"Management Portal"** means the web interface through which customers may manage the Service.
- 1.16. **"Response Time"** means the time from when Technical Contact submits an issue until SP has acknowledged the service request.
- 1.17. **"Scheduled Downtime"** means periods of Downtime related to network, hardware, or service maintenance or upgrades. Prior to the commencement of such Downtime, SP will publish notice or provide notification in accordance with our Change Management policies described in paragraph 6.
- 1.18. **"Server"** means a computer capable of running server software.
- 1.19. **"Service Credit"** is the percentage of the Applicable Monthly Service Schedule Fees credited following SP's claim approval.
- 1.20. **"SLA"** means Service Level Agreement.
- 1.21. **"Service Level"** means the performance metric(s) set forth to meet in the delivery of the Services.
- 1.22. **"Service Level Agreement Liability Limit"** means for:
 - 1.22.1. **Silver SLA:** R50 000 (Fifty thousand Rand) or \$3 500 (Three Thousand Five-Hundred US Dollars), whichever is greater;
 - 1.22.2. **Gold SLA:** R 250 000 (Two hundred and fifty thousand Rand) or \$15 000 (Fifteen Thousand US Dollars), whichever is greater;
 - 1.22.3. **Platinum SLA:** R 1 000 000 (One million Rand) or \$65 000 (Sixty-Five Thousand US Dollars), whichever is greater;

- 1.23. **“Service Level Guarantee”** means the Response Time Commitment defined within this schedule and the Service Availability defined within each Service Schedule.
- 1.24. **“Service Resource”** means an individual resource available for use within a Service.
- 1.25. **“Software Products”** means any and all software that may be made available that have been subscribed to as part of the Service.
- 1.26. **“Software Vendor”** shall mean the owner of the copyright in the Software Products.
- 1.27. **“Standard Support Units”** means units of support aggregated from one or more Subscriptions and allocated at inception of the Subscription Period. Standard Support units are more fully described in clause 9.
- 1.28. **“Support Window”** refers to the period during which a Service feature or compatibility with a separate product or service is supported.
- 1.29. **“SPLA”** means the Software Vendor licensing agreement which provides SP with the ability to deliver Software Vendor software subscriptions on a pay-per-use license fee basis. SPLA licenses provide third-party commercial use rights to service providers, who will be the holder of these Software Vendor licenses. Customers receiving software service are not required to obtain their own Software Vendor software licenses. Rather Customers receive the right to interact with functionalities of Software Vendor software through the services providers’ SPLA licenses.
- 1.30. **“Target Temporary Resolution or Workaround”** or **“TTRW”** means the time from when the Issue is reported to the SP until SP diagnoses the problem and provides a workaround.
- 1.31. **“Technical Contact”** means the person nominated in terms of clause 3.1 of this Master Services Schedule authorised to manage configurable aspects of the Service including but not limited to management of Authorised Users.
- 1.32. **“Tier 1 Support”** means first level of technical support provided as a response to inquiries exclusively from Technical Contacts to isolate and cure specific issues arising from use of the Service that cannot be resolved internally by Customer. Support is provided to the Customer by either (i) a third party or reseller or (ii) by SP where Customer has a Support Services Subscription.
- 1.33. **“Tier 2 Support”** means the second level of technical support provided by SP to (i) resellers who have completed a 5-step diagnostic process prior to escalating to SP, and (ii) Customer Technical contacts, where Customer has a Support Services Subscription, and (iii) remote support of Customer or Reseller at SP’s sole discretion. This support often involves providing responses to questions involving advanced features of the Service.
- 1.34. **“Tier 3 Support”** means the third level of support provided by SP including assisting in the resolution of Tier 3 Support Service problems where Tier 2 Support Desk requires the assistance of more senior technical resources.
- 1.35. **“User”** means each unique individual who is authorised to access or otherwise use the functionality of the Software Products.
- 1.36. **“User Minutes”** means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.
- 1.37. **“Working Hours”** means 08h00 – 17h00 (+2:00GMT), Monday – Friday excluding public holidays.

2. Security

- 2.1. The Counterpart is responsible for the security and proper use of all user identities (“user IDs”) and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised persons.
- 2.2. The Counterpart must immediately inform SP if there is any reason to believe that a user ID or password has or is likely to become known to any person not authorised to use it or is being or likely to be used in an unauthorised way.
- 2.3. The Counterpart must not change or attempt to change a user ID. If a Counterpart forgets or loses a password or user ID the Counterpart must contact SP and satisfy such security checks as SP may reasonably require.
- 2.4. SP reserves the right to suspend user ID and password access to the Service at any time SP considers that there is likely to be a breach of security or misuse of the Service.
- 2.5. SP reserves the right at its sole discretion to require the Counterpart to change any or all of the passwords used by the Counterpart in connection with the Service.
- 2.6. The Counterpart must immediately inform SP of any changes to the information the Counterpart supplied when registering for the Service.

3. Additional Counterpart Responsibilities

- 3.1. The Counterpart is responsible for:
 - 3.1.1. the nomination of at least one person who shall serve as a Technical Contact for SP and whose nomination shall be notified to SP in writing. The Technical Contact shall:
 - 3.1.1.1. be the first point of contact for all users of the Service;
 - 3.1.1.2. Deal with the day-to-day management of users and simple queries such as a password re-set.
 - 3.1.2. Providing SP with the Technical Contact(s) contact details and those of any other personnel authorised by the Counterpart and keeping such details accurate and up to date at all times;
 - 3.1.3. Provision of all personal computers, software, applications or bandwidth to access the Service, all correctly maintained at Counterpart's expense and in accordance with the manufacturer's instructions;
 - 3.1.4. All configuration and managing of its access to the Service including configuration of its network, firewall, DNS, routers and personal computers. SP accepts no liability for whatever reason due to incorrect configuration of any of the above by the Counterpart;
 - 3.1.5. Any call charges or service charges incurred in accessing the Service via the Internet or via an Internet Service Provider;
 - 3.1.6. Introduction and maintenance of a virus protection policy to cover all equipment and internal procedures used to access the Service.

4. Use of the Service

- 4.1. The Counterpart shall only access the Service as permitted by SP and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 4.2. The Service is protected by Intellectual Property Rights as applicable. The Counterpart shall not permit anyone else to copy, store, adapt, modify, transmit or distribute the Service.
- 4.3. The Counterpart shall be responsible for the creation, maintenance and design of all Counterpart Information.
- 4.4. The Counterpart must ensure that it complies with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licenses and any other codes of practice which apply to the Counterpart and which relate to the provision of Counterpart Information.
- 4.5. The Counterpart shall not utilise the Service in a way that:
 - 4.5.1. does not comply with the terms of any legislation or any license applicable to the Counterpart or that is in any way unlawful;
 - 4.5.2. does not comply with any instructions given by SP under any public telecommunications operator or competent authority in any country where the Service is provided; or
 - 4.5.3. would result in SP being in breach of the provisions of any agreement concluded by SP with any public telecommunications operator.
- 4.6. The Counterpart shall not utilise the Service:
 - 4.6.1. to wilfully send, receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in any breach of confidence, copyright, privacy or any other rights or in breach of any law applicable to the Service;
 - 4.6.2. to cause annoyance, inconvenience or anxiety;
 - 4.6.3. to wilfully send or provide unsolicited advertising or promotional material, or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
 - 4.6.4. other than in accordance with SP's acceptable use policies available on SP's website.

- 4.7. The Counterpart indemnifies SP against any claims or legal proceedings which are brought or threatened against SP by a third party because the Service is not used in accordance with the provisions of this Master Services Agreement or in consequence of any acts or omissions of the Counterpart.
- 4.8. The Counterpart is responsible for the acts and omissions of all Authorised Users in connection with the Service and is liable for any failure by any Authorised User to perform or observe the terms and conditions of this Master Services Agreement. The Counterpart hereby indemnifies SP against any loss or damage suffered by SP caused by, or in any way connected with any failure by any Authorised User to perform or observe the terms and conditions of this Master Services Agreement or any act or omission performed, or omitted to be performed, by the Authorised User in relation to the Service.
- 4.9. The Counterpart shall advise any change in the Technical Contact(s) by e-mail to the Helpdesk.

5. Service Management

- 5.1. SP will perform routine system administration of the Service, including without limitation server, network and security monitoring.
- 5.2. SP will provide basic event logging of the Service 24 hours a day, 7 days a week. Enhanced monitoring and notification agents are available at an additional monthly charge.
- 5.3. SP will establish and operate a single fault reporting Helpdesk on:
 - 5.3.1. **Telephone Number: +27 861-61-3569**
 - 5.3.2. **Email:** support@flowgear.net
 - 5.3.3. or any other number as advised by SP from time to time.
- 5.4. Counterpart hereby consents to SP to recording Counterpart's calls for security reasons, and for the purposes of customer care.
- 5.5. The Service is scheduled to be available 24 hours per day, 7 days a week. The Counterpart acknowledges that 24x7 availability is not guaranteed except to the extent provided in the Service Schedule.
- 5.6. SP will implement virus scanning on all its equipment. It is impracticable for antivirus software to guarantee 100% detection of viruses. SP does not accept any responsibility for any viruses sent or received by any Counterpart or Authorised User.

6. Change Management

- 6.1. From time to time it will be necessary for SP to '**Schedule Maintenance**' for changes (including but not limited to network maintenance, replacement of faulty components, or testing of an un-interruptible power supply) which may cause a disruption of the Service.
- 6.2. Changes are classified as follows:
 - 6.2.1. **Delegated:** This is a change that is "under the radar" of change management. It usually occurs within the normal scope of maintenance and operation of a specific technology or set of Configuration Items ('CI'), without impact on other technology groups or CIs. The scope can vary significantly among organizations.
 - 6.2.2. **Emergency:** This is high risk because of the urgency of deployment with minimal test time. It is uncertain whether the change will be successful, and there is a strong possibility of negative impact on the business if it fails. This is often a result of an urgent incident. Emergency changes are escalated to a change advisory board for fast-track approval.
 - 6.2.3. **Major:** High risk and high cost, this involves the greatest potential impact on users and/or resources. It can affect a business-critical system and may affect the availability of the service.
 - 6.2.4. **Minor:** This affects a smaller percentage of users and resources. The risk of a service impact is less because of the organisation's experience in implementing this type of change.
 - 6.2.5. **Significant or Normal:** This has a moderate effect on users, resources, and/or the business, and may affect availability of services. The organisation might have less experience with the product, the infrastructure, or the client involved in the change.
 - 6.2.6. **Standard:** This is low risk because the change has a set deployment path and release process that have been proven to be successful; it affects the smallest percentage of users.
 - 6.2.7. **Unauthorized:** This is a change that occurs outside of the agreed-to change management policies or that is specifically forbidden.

- 6.3. SP will use reasonable endeavours to provide a minimum of 48 (forty-eight) hours' notice before conducting Minor Service-affecting maintenance but does not guarantee that it will always be able to do so.
- 6.4. Where Significant changes are planned, SP will provide minimum of 7 (seven) days' notice when reasonably practicable.
- 6.5. Where Major changes are planned, SP will provide minimum of 14 (fourteen) days' notice when reasonably practicable.
- 6.6. Emergency maintenance, updates, and other procedures will be scheduled by SP on a case-by-case basis.
- 6.7. Scheduled Maintenance is not considered to be part of the service uptime and is excluded from any availability measures.
- 6.8. Nothing in this paragraph should be construed as a guarantee that SP will always comply with the notice periods set out above. The Counterpart acknowledges that SP is obliged only to provide as much prior notice of any Service-affecting maintenance as is reasonably practicable under the circumstances.
- 6.9. SP shall utilise its reasonable endeavours to timeously comply with its obligations under this clause but shall incur no liability to the Counterpart because of any failure to do so.
- 6.10. Notwithstanding that SP has published a list of pre-scheduled maintenance windows on its website, nothing shall prevent SP from scheduling maintenance outside of these times.

7. Service Level Guarantee

- 7.1. The Service Level Guarantee is provided by three mechanisms:
 - 7.1.1. A Response Time Commitment for responding to Support Requests, and where specified for a Service,
 - 7.1.2. A Service Availability Guarantee in respect of Downtime for that Service.
 - 7.1.3. A Service Quality Guarantee in respect of Performance for that Service.
- 7.2. The Service Level Guarantee shall apply from the beginning of the first full month of the Billing Period.
- 7.3. Counterpart may tailor the parameters for the Service Level Guarantee by subscribing to either a Gold Service Level Agreement ('Gold SLA') or Platinum Service Level Agreement ('Platinum SLA').
 - 7.3.1. Unless otherwise specified, if a Customer has not subscribed to a Gold or Platinum SLA, or if a Service is not covered by the Gold or Platinum SLA, then the Service will be subject to a Silver Service Level Agreement ('Silver SLA') and Silver Coverage.
 - 7.3.2. The parameters of the Silver, Gold and Platinum SLAs are summarised as follows:

	Silver SLA	Gold SLA	Platinum SLA
Coverage Hours	Working Hours	Extended Working Hours	24x7x365
Availability Guarantee (where specified)	Standard	High Availability	Mission Critical
Liability Limit – Customers billed in Rand – All other currencies	R50 000 \$3 500	R250 000 \$15 000	R1 000 000 \$65 000
P1/P2 Support	Working Hours	24x7x365	
Business Review	None	Annual	Quarterly
Included at no charge	Yes	Optional paid for Subscription available where specified	

8. Provision of End User Support

- 8.1. Counterpart shall provide End User Support.
 - 8.1.1. Unless specifically stated in a Service Schedule, Counterpart Agrees that SP shall have no obligation whatsoever to provide End Support.

9. Standard Support Units

- 9.1. Counterpart requires an allocation of Support Units for (1) Pro-active Support to increase availability by responding proactively to monitoring alerts and (2) Technical Support to provide reactive access to SP engineers to resolve Counterpart-initiated support requests.
 - 9.1.1. Standard Support Units are aggregated from multiple subscriptions.
 - 9.1.2. Standard Support Units are allocated at inception of the Subscription.
 - 9.1.3. Unused Standard Support Units will be forfeited on the anniversary of the Subscription, except for month-to-month subscriptions, where Unused Standard Support Units will be forfeited at the end of the month.

- 9.1.4. SP will not be required to provide support beyond the available Support Units but may do so at SP's sole discretion.
- 9.1.5. The Response Time Commitment shall not apply where Available Support Units are exceeded.
- 9.1.6. **Billing and charges when Support Units are exceeded:**
- 9.1.6.1. **SP shall be entitled to charge the Month-to-Month rate for Support for any support rendered over and above the allocated Standard Support Units.**

10. Service utilisation and uplifts

- 10.1. Where services are (a) rendered pro-actively, (b) outside of Working Hours, (c) escalated to Tier 3 Support or higher, (d) involve consultation or professional services, (e) software development, (f) used for skills development or (g) escalation to third parties, SP may apply Uplift for purposes of decrementing the Support Units available per the Uplift Table below:

Uplift Table	%
Work Types	
After-hours support Weekdays 18h00-08h00	+25%
After-hours support Weekends & Public Holidays	+50%
Escalation to Microsoft or another Vendor	+40%
Work Roles	
Tier 1 Support	-20%
Tier 2 Support or Application Specialist	+0%
Tier 3 Support or Infrastructure Consultant or Tier 2 Developer	+80%
Systems Architect	+120%
Project Manager or Tier 3 Developer	+80%

- 10.2. If the utilisation of Support Units is more than the pro-rata fees paid, the SP reserves the right to accelerate payment of the fees to address the excess usage on thirty (30) days prior written notice.
- 10.3. **Measurement Increments:**
- 10.3.1. All on-site Support Services will be measured in increments of 1 hour and rounded UP to the nearest hour.
- 10.3.2. Support Services rendered telephonically or remotely will be measured in increments of 15 minutes and rounded UP to the nearest quarter-hour. Travel time will be measured in increments of 30 minutes and rounded UP to the nearest half-hour.

11. Help Desk

- 11.1. The Helpdesk is available within the Coverage Hours for reporting faults and for handling enquiries.

Coverage Hours	Respond Within	Plan Within	Target Temporary Resolution/Workaround
Silver SLA (Default)	Working Hours	Working Hours	Working Hours
Gold SLA	Extended Working Hours	Extended Working Hours	Extended Working Hours
Platinum SLA	24x7	24x7	24x7

- 11.2. Outside of these Coverage Hours, the Helpdesk number will transfer to an emergency Helpdesk for progression of Priority 1 and 2 faults for Gold SLA and Platinum SLA Customers only.
- 11.3. Faults or enquiries that are designated as either Priority 2, 3, 4 or 5 will be taken but the restoration time will only commence within Coverage Hours.

- 11.4. The Helpdesk will not accept queries or fault reports from anyone other than the nominated Technical Contacts or other personnel as expressly authorised by the Counterpart and notified to SP.
- 11.5. Where the Helpdesk identifies that a specific query relates to the use of a software application rather than the Service, it reserves the right to refer the Technical Contact to the appropriate website or software vendor for support and or training.

12. Classification of Tier 2 and Tier 3 Support

- 12.1. Priority is a measure of the relative impact an issue has on the use of the Service by Customers. SP shall determine such Priority level in its sole discretion.
- 12.2. SP classifies all support requests according to the priority level matrix below by giving appreciable weight and deference to:
- 12.2.1. The number of Subscriptions, users and devices affected by the Issue
- 12.2.2. Whether a workaround has been provided, and
- 12.2.3. Whether the issue is persistent or intermittent.

	High Severity No Workaround	Medium Severity No Workaround	Low Severity With Workaround / Intermittent Issue
High Impact Multiple Subscriptions for Multiple Customers	PRIORITY 1 (CRITICAL) Service Down or Impairment of major component or Significant risk of data loss	PRIORITY 2 (URGENT) Significant Performance Degradation	PRIORITY 4 (NORMAL) Impairment of major component or Performance Degradation
Medium Impact Majority of Users/Devices in a single Subscription	PRIORITY 2 (URGENT) Service Down or Impairment of major component or Significant risk of data loss	PRIORITY 3 (HIGH) Significant Performance Degradation	PRIORITY 4 (NORMAL) Impairment of major component or Performance Degradation
Low Impact High + Medium Severity New Subscriptions Only or New Users Only in a single Subscription Low Impact (continued) Low Severity Any Subscription	PRIORITY 3 (HIGH) Service Down or Impairment of major component	PRIORITY 3 (HIGH) Significant Performance Degradation or Online Storefront Failure	PRIORITY 5 (MINOR) Impairment of major component with workaround or Performance Degradation with workaround or Impairment of minor component without workaround or Requests for Information or Enhancement Requests or Missing Documentation or Escalated Tier 2 Support

- 12.2.4. Customers are required to subscribe to a Gold or Platinum SLA to log Priority 1 and 2 support requests outside of Working Hours.

13. Resolution of Tier 2 and Tier 3 Support Requests

- 13.1. Each of the priorities below has the associated goals for Response, Resolution Plan, Temporary Resolution or Workaround, and Permanent Fix:

Priority	Respond 90% Within	Plan 90 % Within	Target Temporary Resolution or Workaround	Target Permanent Fix
1	2 Hours	3 hours	4 hours	15 Business Days
2	4 hours	6 hours	8 hours	15 Business Days
3	6 hours	8 hours	12 hours	30 Business Days
4	8 hours	12 hours	N/A	30 Business Days
5	12 hours	N/A	N/A	Next Release

- 13.1.1. All measurements are over a single Billing period and apply only to Coverage Hours.
- 13.1.2. For Priority 1 and 2 requests, it is required to leave a contact phone number that can be answered right away to work on the issue on an ongoing basis. If Technical Contact is unreachable over the phone, Priority can be reduced to 4 (NORMAL) by the decision of a Support team leader or account manager.

- 13.1.3. For Priority 3 requests, the Issue should be reproducible at the moment of ticket creation, so investigation can be performed right after the issue is reported. If not, Priority can be reduced to 4 (NORMAL) by the decision of a Support team leader or account manager.
- 13.1.4. Priority 5 requests do not require an immediate resolution by SP and accordingly can be corrected by SP in any subsequent release of the Service.
- 13.1.5. Target Temporary Resolution or Workaround time cannot be guaranteed. Failure to provide a temporary resolution or workaround does not constitute a breach of this agreement.

14. Response Time Commitment:

- 14.1. SP guarantees that it will respond to Priority 1 and Priority 2 support requests within 4 (four hours) where they are logged in accordance with 13.1.2 within hours of Coverage.
- 14.2. "Average Response Time" is calculated using the following formula:

$$\frac{\text{Total number of Minutes to Respond to Priority 1 and Priority 2 support requests}}{\text{Total Number of Priority 1 and Priority 2 support requests}}$$

- 14.3. Subject to 14.5 and 14.6 below, a failure in any one Billing Period to comply with this Response Time Commitment means a failure to act in accordance with paragraph 13.1 in which case the Counterpart's sole remedy will be to claim a refund as follows:

14.4. Service Credit:

Average Response Time Compliance	Silver SLA Service Credit	Gold SLA Service Credit	Platinum SLA Service Credit
More than 4 hours	No Credit	No Credit	15%
More than 8 hours	No Credit	25%	
More than 15 hours	100%		

Where Total number of Minutes to Respond is measured in minutes; that is, for each month of each Incident that occurs during that month. Service Credits will be applied only to users impacted by that Incident.

- 14.5. Should the SP fail to respond within the time and/or fail to Plan within the time;
- 14.5.1. Where the SP can provide a Temporary Resolution or Workaround within the time specified, the failures to respond and plan shall not constitute a failure to act in accordance with paragraph 13.1.
- 14.6. SP's maximum liability in respect of any Billing Period will be one month's Service Schedule Fees.

15. Exclusions to the Service Level Guarantee

- 15.1. This Service Level Guarantee will not apply where the failure to comply with the Response Time Commitment or Service Availability is:
 - 15.1.1. Due to factors outside SP's reasonable control including but not limited to natural disaster, war, acts of terrorism, riots, government action, a network or device failure external to SP's data centre, including at Customer site or between Customer site and SP's data centre;
 - 15.1.2. The result of the use of services, hardware, or software not provided by SP, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
 - 15.1.3. Caused by use of a Service after SP advised modification of the of the Service where use of the services was not modified as advised;
 - 15.1.4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by SP) or to purchases made using SP subscription credits;
 - 15.1.5. That result from unauthorized action or lack of action when required, or from Counterpart employees, agents, contractors, or vendors, or anyone gaining access to SP network by means of Counterpart passwords or equipment, or otherwise resulting from Counterpart's failure to follow appropriate security practices;

- 15.1.6. That result from Counterpart's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with SP's published guidance;
- 15.1.7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- 15.1.8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behaviour;
- 15.1.9. Due to use of Service features that are outside of associated Support Windows; or
- 15.1.10. Due to Telkom or another network service provider;
- 15.1.11. Due to a suspension of the Service in accordance with the Master Services Agreement;
- 15.1.12. At any time where SP is awaiting information from the Counterpart or awaiting Counterpart confirmation that the Service has been restored;
- 15.1.13. Due to any faults caused by the Counterpart's management or use of the Service;
- 15.1.13.1. any breach by the Counterpart of its obligations under the Master Services Agreement;
- 15.1.14. Due to scheduled maintenance;
- 15.1.15. Due to failure of any other public internet backbone and networks, any server(s) on the internet, Counterpart premise equipment ('CPE'); and / or packet delivery to and from Internet exchange points.

16. Claims

- 16.1. The Counterpart must make claims under the Service Level Guarantee in writing, quoting all information necessary for SP to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of attempts to resolve the Incident at the time of occurrence. Any claim must be made within 1 month of the end of the Billing Period in which the period of unavailability has been exceeded. The Counterpart must notify SP in writing of any dispute concerning any amount refunded, or not refunded (as the case may be), within 1 month of the date of SP' invoice.
- 16.2. SP will evaluate all information reasonably available to SP to make a good faith determination of whether a Service Credit is owed. SP will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. Counterpart must be in compliance with the Master Services Agreement to be eligible for a Service Credit. If SP determines that a Service Credit is owed, claims will be paid to the Counterpart by means of a reduction in the Counterpart's Service Schedule Fees for the Service on the next available invoice.
- 16.3. Where customers have subscribed to more than one Service (not as a suite), then Counterpart may submit claims pursuant to the process described above as if each Service were covered by an individual Service Level Guarantee. For example, if Counterpart subscribed to both Hosted Exchange and Hosted Backup (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then Counterpart could be eligible for two separate Service Credits (one for each Service), by submitting two claims. If more than one Service Level for a Service is not met because of the same Incident, Counterpart may choose only one Service Level under which to make a claim based on the Incident.
- 16.4. Service Credits are the sole and exclusive remedy for any performance or availability issues for any Service under this Master Services Agreement and this Service Level Guarantee. Counterpart may not unilaterally offset Applicable Monthly Service Schedule Fees for any performance or availability issues.
- 16.5. Service Credits apply only to fees paid for the Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a Service or Service Resource will not, under any circumstance, exceed the monthly Service Schedule Fees for that Service or Service Resource, as applicable, in the billing month.
- 16.6. If the Services form part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

- 16.7. If the Service is provided via a reseller, the Customer will receive a service credit directly from the reseller and the reseller will receive a Service Credit directly from SP. SP may request written confirmation that the Counterpart has already refunded the Customer in alignment with the Service Level Guarantee before providing a credit to the reseller.

Master Services Agreement:

Annexure A1: Service Fees Schedule – Master Services V10-11



This **Service Fees Schedule for Master Services V10-11** replaces all previously signed / incorporated version(s) of the Service Fees Schedule(s) for Master Services (if any) and forms part of the Master Services Agreement and Master Services Schedule and its provisions which are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this addendum) bear the same meanings where used in this Service Fees Schedule.

1. Master Services

1.1. The following Committed Subscription fees shall apply monthly to **Master Services**:

		Subscription Period	
		1 Month	1 Year
1.1.1.	Standard Support 25		
1.1.1.1.	Includes 25 000 Standard Support Units	N/A	\$ 380

		Subscription Period	
		1 Month	1 Year
1.1.2.	Gold Service Level Agreement		
1.1.2.1.	Includes: Gold Coverage Hours		
1.1.2.2.	Includes: Gold Availability Guarantee		
1.1.2.3.	Tier 1: Applies to Flowgear Integration Services Base Edition	N/A	\$ 750
1.1.2.4.	Tier 2: Applies to Flowgear Integration Services Standard Edition	N/A	\$ 1 250
1.1.2.5.	Tier 3: Applies to Flowgear Integration Services Professional Edition	N/A	\$ 2 000
1.1.2.6.	Tier 4: Applies to Flowgear Integration Services Enterprise Edition	SQ	SQ
1.1.3.	Platinum Service Level Agreement		
1.1.3.1.	Includes: Platinum Coverage Hours		
1.1.3.2.	Includes: Platinum Availability Guarantee		
1.1.3.3.	Tier 1: Applies to Flowgear Integration Services Enterprise Edition	SQ	SQ

Master Services Agreement:

Annexure B: Service Schedule – Project Support Services V10-11



This Service Schedule for **Project Support Services V10-11** (the “Service”) replaces all previously signed / incorporated version(s) of the Service Schedule for Support Services (if any) and forms part of the Master Services Agreement and Master Services Schedule and its provisions which are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this Services Schedule) bear the same meanings where used in this Service Schedule. In this Service Schedule the following words and phrases shall have the following meanings unless the context otherwise requires:

1. Interpretation

- 1.1. “**Project Support Units**” means the total number of support units per Subscription Period specified in the Service Fees Schedule.
- 1.2. “**Technical Account Manger**” or “**TAM**” is a single point of contact who co-ordinates and streamlines the support relationship.

2. Service Overview

- 2.1. The SP will provide the Project Support Units which can be exchanged for the following key areas of service:
 - 2.1.1. **Professional Services** – to provide delivery of Flowgear solutions.
 - 2.1.2. **Account Management** - from an assigned Technical Account Manager (“TAM”) to build and maintain technical relationships with key management and support staff.

3. Standard Features

- 3.1. SP will provide Project Support Units for (1) **Professional Services** and (2) **Account Management**.

4. Professional Services

- 4.1. Professional services encompasses all aspects of integration project delivery including scoping & planning, design, implementation, testing and post go-live support

5. Account Management

- 5.1. This will be conducted and delivered by the TAM and is intended to help co-ordinate and streamline the support relationship.
- 5.2. The TAM is the Customer’s advocate within SP and facilitates a team that provides proactive support, technical support and information services.
- 5.3. The TAM also serves as the point of information delivery and feedback to the product groups, quality and testing labs, research and development and other SP groups.
- 5.4. **Orientation and Planning Session**
 - 5.4.1. At the commencement of the Service, an Orientation and Planning session will be conducted with management and staff to discuss the services available, gather input, and jointly develop a Service Delivery Plan.
 - 5.4.2. The cost of this orientation and Planning Session has been itemised as an ‘initial engagement fee / or setup fee’ and will be charged for separately.
- 5.5. **Escalation Management**
 - 5.5.1. Incidents that require escalation to SP technical and management resources will be closely managed to expedite resolution.
- 5.6. **Status Meetings and Reporting**
 - 5.6.1. On an agreed basis, a status report will be prepared which will summarise services delivered during the previous period and assess progress against the Service Delivery Plan.

- 5.6.2. Status meetings will be conducted to discuss service activities, review and/or modify the service delivery plan, monitor satisfaction levels and discuss actions required.
- 5.6.3. These meetings will be held via teleconference unless otherwise agreed.

6. Service utilisation and uplifts

- 6.1. Where services are (a) rendered pro-actively, (b) outside of Working Hours, (c) escalated to Tier 3 Support or higher, (d) involve consultation, (e) software development (f) used for skills development or (g) escalation to third parties, SP may apply Uplift for purposes of decrementing the Project Support Units available in terms of this agreement in accordance with the Uplift Table below:

Uplift Table	%
Work Types	
Pro-Active Services	-20%
After hours support Weekdays 18h00-08h00	+25%
After hours support Weekends & Public Holidays	+50%
Work Roles	
Tier 1 Developer / Consultant	+0%
Tier 2 Developer/ Consultant	+40%
Tier 3 Developer / Consultant	+80%
Project Manager	+40%
Systems Architect	+140%

- 6.2. In the event that the utilisation of Support Units is in excess of the pro-rata fees paid, the SP reserves the right to accelerate payment of the fees, to address the excess usage on thirty (30) days prior written notice.
- 6.3. **Measurement Increments:**
 - 6.3.1. All on-site Project Support Services will be measured in increments of 1 hour and rounded UP to the nearest hour.
 - 6.3.2. Project Support Services rendered telephonically or remotely will be measured in increments of 15 minutes and rounded UP to the nearest quarter-hour. Travel time will be measured in increments of 30 minutes and rounded UP to the nearest half-hour.
 - 6.3.3. Any unused Project Support Units will be forfeit at the end of the Subscription Period.

Master Services Agreement:

Annexure B1: Service Fees Schedule – Project Support Services V10-11



This **Service Fees Schedule for Project Support Services V10-11** replaces all previously signed / incorporated version(s) of the Service Fees Schedule(s) for Support Services (if any) and forms part of the Master Services Agreement and Master Services Schedule and its provisions which are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this addendum) bear the same meanings where used in this Service Fees Schedule.

1. Support Services

1.1. The following Committed Subscription fees shall apply monthly to **Project Support Services**:

		Subscription Period	
		1 Month	1 Year
1.1.1.	Project Support 25 Includes 25 000 Project Support Units	N/A	\$ 417

1.2. The Basic Labour Rate for all Project Support Subscriptions is: 1000 Project Support Units

1.3. After applying Service Utilisation Uplifts to the Basic Labour Rate per hour for each Work Role and Work Type, these Support Unit allocations apply:

		Office Hours		After Hours		Public Holidays	
Work Type		Technical	Pro-Active	Technical	Pro-Active	Technical	Pro-Active
1.3.1.1	Tier 1 Developer/Consultant	1000	800	1250	1000	1500	1200
1.3.1.2	Tier 2 Developer/Consultant	1400	1120	1750	1400	2100	1680
1.3.1.3	Tier3 Developer/Consultant	1800	1440	2250	1800	2700	2160
1.3.1.4	Architect	2400	1920	1750	1400	2100	2880
1.3.1.5	Project Manager	1400	1120	1750	1400	2100	1680



This Service Schedule for **Flowgear Integration Services V10-11** (the “Service”) replaces all previously signed / incorporated version(s) of the Service Schedule(s) for Flowgear Services (if any) and forms part of the Master Services Agreement and Master Services Schedule and its provisions which are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this Services Schedule) bear the same meanings where used in this Service Schedule. In this Service Schedule the following words and phrases shall have the following meanings unless the context otherwise requires:

1. Interpretation

- 1.1. “**Activity Log**” means a recording of an execution of a Workflow Element that has been executed within the Flowgear Platform.
- 1.2. “**Activity Log Retention Period**” means the period of time an Activity Log is guaranteed to be retained based measured from the date it was first created. This is not a guarantee of deletion of the Activity Log once its retention period has lapsed.
- 1.3. “**Active Workflows**” means the number of Workflows that are executing at a particular point in time. A Workflow that is invoked via API or run manually by a user will be considered active for the period it is running. A Workflow executing from a trigger such as a scheduler will be considered active from the time the Workflow is started until it is stopped. Synchronous sub-Workflow invokes do not increase Active Workflow count. Each parallel sub-Workflow invokes increments the Active Workflow count for the period of time it is executing
- 1.4. “**API**” means Application Programming Interface, the mechanism by which Flowgear will engage with a data source when available.
- 1.5. “**Cold DR**” means that the VM’s in the DR DC are provisioned but not necessarily allocated or booted.
- 1.6. “**Connector**” means a code component that wraps a third party API to permit interaction with that app or service from within Flowgear
- 1.7. “**Console**” means the web app portal at <https://app.flowgear.net> or <https://my.flowgear.net> where Users are able to sign in and design and manage Workflows.
- 1.8. “**Customized Peering**” means a network configuration that enables the dedicated VNet for the Tenant to be peered with a VNet owned by the customer in order to provide private communication between the two networks (i.e. traffic is not routed over the Internet)
- 1.9. “**Customized WAF**” means a configuration of Azure App Gateway with Web App Firewall that is tailored specifically for the Tenant
- 1.10. “**Custom Security Roles**” means the ability to create custom security groups and assigned permissions in addition to the standard roles offered.
- 1.11. “**Data Connections**” means a data source that can act as either the source or target of an integration step. Examples of Data Connections include databases and web API endpoints.
- 1.12. “**DC**” means an Azure Data Center
- 1.13. “**DR**” means disaster recovery and describes the strategy used to recover from a failed primary DC
- 1.14. “**Dedicated IP Address**” means an IP address that is exclusively used for a specific Tenant
- 1.15. “**Dependency Insights**” means an interface that enables the assessment of the impact of changes by displaying the dependencies between Workflows, sub-Workflows, Connections and DropPoints.
- 1.16. “**DropPoint**” means a Software agent that is installed within an environment to permit access to approved resources without requiring internal services to be Internet-exposed.
- 1.17. “**Enterprise API**” means an interface that allows for Workflows to be exposed as API’s.
- 1.18. “**Environment**” means a container that holds specific versions of Workflows in a Site. By default a “test” and a “production” environment are available within the platform.
- 1.19. “**Hot DR**” means that the VM’s in the DR DC are allocated, booted and capable of executing workload thereby permitting a faster failover
- 1.20. “**Maximum Valid Response Minutes**” means the total accumulated minutes during a billing month for a Flowgear Subscription.



- 1.21. **“Tenant”** means the combined set of infrastructure required to operate a Flowgear instance on behalf of Customer.
- 1.22. **“On Premise/Own Cloud”** means a single tenant deployment of the Flowgear platform deployed on to a customer Data Center or subscription.
- 1.23. **“Release Management”** means the ability to control promotion of Workflow revisions to specific Environments.
- 1.24. **“Revision Management”** means the ability to review the history of Workflow revisions.
- 1.25. **“Runtime”** means the cluster of application servers that execute Workflows.
- 1.26. **“Site”** means a logical separation of resources within a Tenant. Workflow design, execution, monitoring and management operate within the context of a Site. A Site is not a security boundary.
- 1.27. **“Task”** means the execution of a Workflow Element.
- 1.28. **“User”** means a user profile and password representing an individual person.
- 1.29. **“Valid Response”** means successful completion of a monitoring integration Workflow which confirms that a Tenant is capable of accepting, processing and responding to an integration request.
- 1.30. **“Visual Data Mapper”** means the visual designer that allows a source schema or dataset to be mapped to a target schema or dataset without requiring coding.
- 1.31. **“Visual Workflow Design”** means the ability to design an integration solution composed of a series of Workflow Elements, represented visually.
- 1.32. **“VM”** means virtual machine which is the a server used to service integration workload
- 1.33. **“VNet”** means virtual network
- 1.34. **“Workflow”** means a sequence of Workflow Elements connected together in a specific order to fulfil a specific task.
- 1.35. **“Workflow Element”** means a data integration step or an application integration step as represented on a Workflow.

2. Service Overview

- 2.1. The Service provides the design, execution and monitoring of data or application integration workflows via a cloud-based service.



3. Standard Components

3.1. This service consists of a number of components. These components have been bundled into the following editions:

	Base Edition	Standard Edition	Professional Edition	Enterprise Edition
Active Workflows	5	20	45	100
Tasks	5 million	10 million	20 million	40 million
Activity Log Retention Period	7 days	30 days	90 days	180 days
Sites	1	2	3	6
Users per Site	20	50	100	Unlimited
Included Support Services units per annum	10 000	25 000	50 000	75 000
Silver SLA	Included	Included	Included	Included
Upgrade to Gold SLA	Add-on Available	Add-on Available	Add-on Available	Add-on Available
Upgrade to Platinum SLA	–	–	–	Add-on Available
Environments	2	4	10	10
Visual Workflow Design	✓	✓	✓	✓
Visual Data Mapper	✓	✓	✓	✓
Choice of Region	✓	✓	✓	✓
Enterprise API		✓	✓	✓
Dependency Insights		✓	✓	✓
Revision Management		✓	✓	✓
Release Management			✓	✓
Custom Security Roles			✓	✓
Dedicated IP Address				Available
Customized WAF				Available
Customized Peering				Available
On-Premises/Own Cloud				Available
Availability Strategy	Single VM Single DC	Multiple VM's Single DC	Multiple VM's Primary DC + Cold DR DC	Multiple VM's Primary + Hot DR DC

4. Access to the Service

- 4.1. The Service may be managed from the Console through a web browser provided there is an Internet connection.
- 4.2. Flowgear DropPoints access the Service via an Internet connection.

5. Technical Requirements

- 5.1. Access to the Console requires Microsoft Edge version 112 (or later) or Chrome version 104 (or later)
- 5.2. Flowgear DropPoints may be installed on a server meeting the following requirements:
 - 5.2.1. Microsoft Windows Server 2012 or later
 - 5.2.2. Microsoft SQL Server 2012 or later (where a Data Connection to a Microsoft SQL database is required)
 - 5.2.3. Microsoft .NET Framework 4.8 or later
- 5.3. An Internet Connection.



6. Service Availability

- 6.1. If the Service is unavailable it must be reported to the SP and acknowledged by SP.
- 6.2. The period of downtime will be calculated from when the fault is reported, SP has issued a fault report reference and has acknowledged this as a fault on the Service.
- 6.3. Following investigation and repair SP will advise the time that the Service was restored. This will be deemed to be the end of the Downtime.

6.4. Professional and Enterprise Editions

6.4.1. “Downtime Minutes” means any period of time when a Valid Response is not returned by invoking an empty Flowgear Workflow via API.

6.4.2. “Monthly Uptime Percentage” is calculated using the following formula:

$$\frac{\text{Maximum Valid Response Minutes} - \text{Downtime Minutes}}{\text{Maximum Valid Response Minutes}} \times 100$$

6.4.2.1. where Downtime is measured in Valid Response Minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs which affects at least one Workflow during that month.

6.5. Exclusions to Service Availability Guarantee

6.5.1. Any incident lasting less than 15 (fifteen) minutes.

6.6. Service Credit:

Monthly Uptime Percentage	Downtime per month	Silver SLA Service Credit	Gold SLA Service Credit	Platinum SLA Service Credit
< 99.9%	43.8 minutes	No Credit	No Credit	25%
< 98 %	14.4 hours	No Credit	50%	
< 95 %	36 hours	100%		

7. Locale

- 7.1. SP provides Flowgear integration services in multiple service regions.
- 7.2. Customer is required to select a location (‘Locale’) which will be used to determine which data centre locations the Service will be delivered from.
- 7.3. The Locale will apply for the duration of the Subscription and cannot be changed.
- 7.4. The following Locales are available:
 - 7.4.1. Locale: South Africa – Johannesburg (‘ZA’)
 - 7.4.2. Locale: Europe – Dublin (‘EU’)
 - 7.4.3. Locale: United States – East Coast (‘US’)

Master Services Agreement:

Annexure C1: Service Fees Schedule – Flowgear Integration Services V10-11



This **Service Fees Schedule for Flowgear Integration Services V10-11** replaces all previously signed / incorporated version(s) of the Service Fees Schedule(s) for Hosted Flowgear Integration Services (if any) and forms part of the Master Services Agreement and Master Services Schedule and its provisions which are an integral part of the Master Services Agreement. Words and expressions defined in the General Conditions and Master Services Schedule shall (unless otherwise defined in this addendum) bear the same meanings where used in this Service Fees Schedule.

1. Flowgear Integration Services

1.1. The following Committed Subscription fees shall apply monthly to **Flowgear Integration Services**:

	Subscription Period	1 Month	1 Year
1.1.1.	Base Edition	\$ 1 990	\$ 1 499
1.1.2.	Standard Edition	\$ 3 320	\$ 2 499
1.1.3.	Professional Edition	\$ 5 300	\$ 3 999
1.1.4.	Enterprise Edition	N/A	SQ