

Document Ref	Version	Effective Date	Last Updated
IG-LEGAL-SLA	v1.0	January 2026	February 2026

Client Subscription & Service Level Agreement

1. Parties

Service Provider: ISOGuardian (Pty) Ltd, Registration: 2026/082362/07, represented by Tyreece Kruger (Director)

Client: As specified in the signed Subscription Agreement

2. Service Description

ISOGuardian provides a cloud-based ISO compliance management platform covering ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018. The Service includes document management, NCR tracking, audit scheduling, management review documentation, compliance scoring, activity trail, and branded PDF exports.

3. Subscription Terms

Term: 12-month fixed term from the Commencement Date, renewing automatically unless terminated per Clause 8.

Billing: Monthly in advance on the 1st of each month via EFT. All amounts in ZAR, exclusive of VAT (15%).

Late Payment: Access restricted after 7 days; suspended after 14 days. Interest at the prescribed rate under the National Credit Act.

Price Adjustment: Once per annum with 30 days' notice. Capped at 10% or CPI + 2%, whichever is greater.

4. Service Level Agreement

Uptime Target: 99% monthly uptime, measured as total minutes minus downtime divided by total minutes.

Exclusions: Scheduled maintenance (48 hours' notice), force majeure, third-party outages (Supabase, Vercel, Cloudflare), and Client-caused issues.

Response Times:

- Critical (service down): Response — 4 business hours | Resolution — Best effort same-day
- High (feature impaired): Response — 8 business hours | Resolution — 2 business days
- Medium (workaround exists): Response — 2 business days | Resolution — 5 business days
- Low (enhancement request): Response — 5 business days | Resolution — Next release cycle

Business Hours: Monday–Friday, 08:00–17:00 SAST, excluding SA public holidays.

5. Service Credits

If monthly uptime falls below 99%, the Client is entitled to service credits:

- 95%–98.99% uptime: 10% credit on monthly fee
- 90%–94.99% uptime: 25% credit on monthly fee
- Below 90% uptime: 50% credit on monthly fee

Maximum aggregate service credits: 50% of monthly fee. Credits must be claimed within 30 days of the affected month. Credits are applied to subsequent invoices, not refunded.

6. Data Protection & Security

POPIA Roles: Client is the Responsible Party; ISOGuardian is the Operator.

Data Hosting: Supabase (EU — London), SOC 2 Type II certified.

Encryption: AES-256 at rest, TLS 1.2+ in transit.

Isolation: Row-Level Security (RLS) enforced at database level for multi-tenant data isolation.

Backups: Daily automated backups with 7-day retention.

Breach Notification: Within 72 hours per POPIA Section 22.

7. Limitation of Liability

IMPORTANT

ISOGuardian is a compliance management tool. It does not guarantee ISO certification or audit success. The Client remains solely responsible for compliance outcomes. Maximum aggregate liability: fees paid in the 12 months preceding the claim.

8. Termination

CPA Cooling-Off: 5 business days from date of signing (distance selling). Full refund less prorated usage.

Early Termination (months 1–6): 50% of remaining term fees.

Early Termination (months 7–12): 25% of remaining term fees.

Renewal Cancellation: 30 days’ written notice before renewal date.

Post-Termination: Data available for export for 30 days, then permanently deleted.

9. Governing Law & Disputes

South African law applies. Disputes referred to mediation in Gauteng. If unresolved within 30 days, to the courts of South Africa, Gauteng Division.

Signatures

Service Provider

ISOGuardian (Pty) Ltd

Signature: _____

Name: Tyreece Kruger

Title: Director

Date: _____

Client

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____