UNICORN GLOBAL

DEVELOPMENT SUBSCRIPTION SERVICE (DaaS) AGREEMENT

This Agreement (the "Agreement" or "the Terms") sets forth the obligations and conditions between you ("Subscriber" or "You") as set out on the Agreement Details signed between You and Unicorn Global CC ("Service Provider"), incorporated in South Africa, relating to your use of the Services defined herein. Your use of the Services is expressly conditioned on and constitutes your acceptance of this Agreement. The Agreement will begin on the Commencement Date.

The Service Provider offers a non-exclusive Development as a Service (DaaS) subscription and the Subscriber subscribes to this monthly prepaid service.

The Subscriber may not sub-license, resell, rebrand, transfer, cede or assign this Agreement without the prior written consent of the Service Provider.

IF YOU DO NOT AGREE TO ANY TERM OF THIS AGREEMENT DO NOT USE THE SERVICES

1.   Definitions

In this Development Subscription Service Agreement the words and expressions below are defined as follows:

1.1.   "**Agreement**" or **"the Terms"** means this document and all annexures hereto as amended from time to time.

1.2.   "**Authorized Users**" means the Subscribers customers that use the Subscribers Specified Product in terms of this Agreement and through the intended interfaces.

1.3.   "**Authorized User Data**" means the Personal Information of the Authorized Users of the Specified Product. An Authorized Users data belongs to the Authorized User and may only be used by the Subscriber in accordance with all applicable law.

1.4.   "**Bespoke Intellectual Property**" is defined in the Intellectual Property Rights document, attached as Annexure A hereto as amended from time to time.

1.5.   "**Closed Source**" means Source Code that is not made publicly available. The Subscribers Bespoke Intellectual Property is considered to be Closed Source and protected as such.

1.6.   "**Confidential Information**" means information as it is defined in the Confidentiality Undertaking attached as Annexure B hereto as amended from time to time.

1.7.   "**Data Protection Policy**" means the Data Protection and Privacy Policy attached as Annexure C hereto as amended from time to time.

1.8.   "**Deliverable**" means a piece of Software.

1.9.   "**Fee**" means the Subscription Fee charged by the Service Provider to Subscriber, as well as any Infrastructure costs and/or fees that the Subscriber may choose to add to their subscription. All Fees are exclusive of any sales, use or other similar taxes, tariffs or duties, however designated, levied against the sale, licensing, delivery or use of the Services. The Subscriber shall pay, or reimburse the Service Provider for all such taxes; provided, however, that the Subscriber shall not be liable for any taxes based on Service Provider's net income.

1.10.   "**Intellectual Property**" is defined in the Intellectual Property Rights document attached hereto as Annexure A as amended from time to time.

1.11. **"Open Source"** means Source Code that is in the public domain. Open Source licenses do not require the Subscriber to pay royalties or other fees. Some examples of Open Source include everyday encryption protocols, communication protocols, templates, tools, generic frameworks, libraries, functions, scientific formulae, methods, business processes, practices, documentation and other works that may benefit the greater good. All Open Source code is licensed in terms of an open source licensing regime.

1.12. **"Personal Information"** means Personal Information as defined in the Protection of Personal Information Act 4 of 2013, as amended or substituted from time to time.

1.13. "**Personnel**" means any employee, officer, director, agent, contractor, subcontractor, consultant, partner, agent or other related party or other representative of the Subscriber.

1.14. "**Required Consent**" means consents and approvals necessary to enable the Service Provider to access and use any Intellectual Property owned by third parties that is licensed to the Subscriber directly, and that is required for the Service Provider to perform the Services.

1.15. "**Service Provider Intellectual Property**" is defined in the Intellectual Property Rights document attached as Annexure A hereto as amended from time to time.

1.16. "**Services**" means custom Development as a Service (DaaS) provided by the Service Provider to the Subscriber.

1.17. **"Service Level Agreement"** means an agreement to be entered into between the parties setting out additional services that may be selected by the Subscriber on payment of an additional fee and that defines different service levels and support commitments of the Service provider.

1.18. "**Software**" means the Source Code, database structures and content of the Specified Product created for and on behalf of the Subscriber for the sole purposes of the Specified Product and only when created as part of the specified Bespoke Intellectual Property, specifically excluding all third party, Open Source and/or Service Provider Intellectual Property.

1.19. **"Source Code"** means the human readable code that is contained within a given software component or module.

1.20. **"Specified Product"** means the product named on the Agreement Details as defined in the Specified Product Description document attached to the Agreement Details as amended from time to time.

1.21. "**Subscriber Data**" means production data stored in a database that is owned by the Subscriber and/or provided by Subscriber and/or provided by any third party on Subscriber's behalf, to the Service Provider as well as the Personal Information of all Authorized Users of the Subscribers Specified Product.

1.22. "**Subscriber Intellectual Property**" is defined in the Intellectual Property Rights document attached at Annexure A hereto as amended from time to time.

1.23. "**Website**" means https://unicorn.global.

2. Service Provider Undertaking

2.1. The Service Provider agrees to provide the Services to create the Deliverables for the Subscriber as set out herein.

2.2. The Service Provider will not knowingly permit access to the Subscriber Intellectual Property, Bespoke Intellectual Property, Subscriber Data or Authorised User Data by an unauthorised third party.

2.3. The Service Provider will not disable, damage, erase, disrupt or impair the normal operation of the Specified Product or the Subscriber Intellectual Property unless:

2.3.1. required to by law, or

2.3.2. required for security purposes as determined by the Service Provider in their sole but reasonably exercised discretion, or

2.3.3. required in the event of a security breach, or

2.3.4. required to suspend Services as provided for herein, or

2.3.5. required in order to continue providing Services to the Subscriber.

3. Subscriber Undertaking

3.1. In order to allow the Service Provider to provide the Services, the Subscriber agrees to provide all reasonably required assistance and cooperation as and when required by the Service Provider.

3.2. The Subscriber commits that their Personnel will cooperate with and provide all requested assistance, and that sufficiently qualified and authorised Personnel are made available for this purpose.

3.3. The Subscriber must comply with all reasonable instructions provided by the Service Provider relating to the receipt of the Services, as well as the Service Provider's relevant policies and procedures.

3.4. The Subscriber may only use the Deliverable in terms of this Agreement and in particular the Intellectual Property Rights Document.

3.5. The Subscriber must respond to any request for information, access or authorisations from the Service Provider as soon as possible.

3.6. The Subscriber must provide the Required Consents and take such decisions as are necessary in order for the Service Provider to provide the Services, including without limitation complying with the Data Protection Policy, obtaining the explicit consent for the Service Provider to process any Personal Information received from the Subscriber or the Authorised Users in terms hereof and obtaining consents in respect of any Intellectual Property that is licensed by the Subscriber from third parties or required for the Service Provider to perform the Services in accordance with the Agreement.

3.7. The Subscriber must provide any information, content or documentation requested by the Service Provider and will be responsible for the accuracy and completeness of this.

3.8. The Subscriber must provide regular feedback to the Service Provider and notify them as soon as possible of any disputes, issues, or concerns regarding the Services.

3.9. The Subscriber must ensure that they regularly review Deliverables and provide feedback within 96 hours of receiving a Deliverable, failing which the Deliverable will be considered accepted, complete and to specification.

3.10. The Subscriber must comply with the bug reporting policies and guidelines prescribed by the Service Provider.

3.11. The Subscriber must comply with the feature request and backlog policies and guidelines prescribed by the Service Provider.

3.12. The Subscriber must manage its third party suppliers, and the Subscriber takes responsibility for resolving any disagreements between the Service Provider and the Subscribers third party suppliers.

3.13. The Subscriber warrants that they or anyone affiliated with them will not solicit any employee, director, agent, contractor, subcontractor, consultant, advisor, staff or other related party that they may come into contact with. This clause shall survive the termination of this agreement, for whatever reason, indefinitely, and carries a penalty to the value of 12 (twelve) months Fees should the Subscriber violate the terms of this clause.

3.14. The Subscriber acknowledges that the Service Provider will only be able to fulfill its obligations if all dependencies are met by the Subscriber. In the event that any Deliverable cannot be provided due to non-fulfilment, the Service Provider cannot be held liable. Such dependencies are any actions required to be performed by the Subscriber or any third party retained by the Subscriber which the Service Provider requires to be performed in order to deliver the Services.

4. Infrastructure

4.1. The Service Provider is responsible for the acquisition, operation, deployment, provisioning, hosting, creation, management, monitoring, maintenance, updating, access control, security, upgrading and other configuration of suitable hardware and/or software required for the operation of the Specified Product and the associated documentation. This documentation is to

be made continuously available to the Subscriber on written request provided all outstanding Fees and Costs have been paid by the Subscriber.

4.2.   The Service Provider will procure and maintain all relevant licences and agreements in respect to third party services, hardware or software where applicable required to provide the Services for the duration of this Agreement.

4.3.   The Service Provider will procure all necessary connectivity and bandwidth to ensure the availability of Services, such connectivity and bandwidth costs to be for the Subscriber's account.

4.4.   The Subscriber may from time to time be liable for costs and/or overrages related to Infrastructure, which are required to ensure the availability and quality of Services including but not limited to costs associated with scaling infrastructure to deal with increased capacity requirements due to increased demand ("the Costs") as set out herein and notified to the Subscriber from time to time in writing.

5.   Payment

5.1.   The Subscriber will pay all Fees to the Service Provider for the Services in advance into a bank account designated by the Service Provider, due by the last day of the previous month (the day before the 1st of the month) unless otherwise agreed in writing. All Costs as set out in 4.4 will be invoiced monthly in arrears and must be paid with the following months Fees.

5.2.   The Subscriber will pay all Fees due to the Service Provider in the currency and according to the amounts set out in the Cover Sheet and without deduction or set-off for any reason. No obligation to make payment may be cancelled, and no refunds will be given.

5.3.   The Service Provider may increase the Subscription Fee once in every 3-month period (quarterly), with the first increase to occur no later than 3 months after the Commencement Date. Such increase will be calculated to include, but not be limited to, changes in exchange rates, and increases in labour costs.

5.4.   Should the Subscriber wish to accelerate development the Subscriber may increase their monthly Subscription Fee at any time. The Subscriber may decrease their monthly Subscription Fee provided they give 30 (thirty) days' notice prior to the end of any quarterly period to the Service Provider of their intention to do so. Fees may not be decreased except on notice and at the end of each quarterly period.

5.5.   Any amounts which remains unpaid will have interest applied at the prime lending rate of First National Bank Limited (percent, per annum). Such interest will be calculated from the due date to the actual payment date compounded weekly in arrears. Payments by the Subscriber will be first allocated to interest and then the earliest arrear amounts until the amount is settled.

5.6.   Should the Subscriber fail to pay any Fees or Costs on the due date therefore, the Service Provider may at its sole discretion suspend the Services until the Subscriber pays such overdue amounts. The Subscriber will still be liable to pay for the days that the Services are suspended and there will be no *pro rata* refunds, rebates or credits given for periods of suspension.

5.7.   The Service Provider will provide the Subscriber with a 48 hour notice within which to settled their account to avoid Service suspension.

5.8.   Service Suspension explicitly excludes the suspension of any Infrastructure or Specified Product availability, which may only be suspended at the sole discretion of the Service Provider once 10 (ten) or more consecutive days following the initial notice of suspension as provided for in 5.7 has passed.

6.   Termination

6.1.   <u>Termination by Service Provider</u> If the Subscriber commits a breach of this Agreement and fails to remedy the default or breach within 10 (ten) days after having received notice to do so, the Subscriber will be in breach of the Agreement, and the Service Provider will be entitled to suspend the Services or terminate the Agreement. In addition, the Service Provider shall be

entitled to terminate this Agreement without cause by providing the Subscriber with at least ninety (90) days written notice.

6.2. <u>Termination by Subscriber</u> The Subscriber may terminate this Agreement with sixty (60) days written notice to the Service Provider, provided such notice is only given at the end of each quarterly period.

6.3. <u>Effect of Termination</u>

    6.3.1. <u>Amounts due to Service Provider</u> On termination of this Agreement all amounts outstanding will become due and payable.

    6.3.2. <u>Termination Duties</u> Upon termination of this Agreement the Service Provider will return to the Subscriber or destroy all originals and copies of Confidential Information in its possession provided all amounts due to the Service Provider have been paid.

    6.3.3. <u>Handover Service</u> The Service Provider will assist with handover of the Bespoke Intellectual Property, Subscriber Intellectual Property, Subscriber Data, Infrastructure, Documentation and Authorized User Data to a third party upon termination of this Agreement, provided the Subscriber has paid all amounts due to the Service Provider. Such assistance to be charged with a minimum cost of 1 (one) month's budget payable in advance on presentation of invoice.

7. Notices

7.1. <u>Subscriber Address</u> The Subscriber must choose their address where they will accept the service of any notices and other communications under this Agreement, as set out in the Agreement Details. If the Subscriber changes its address it must notify the Service Provider in writing.

7.2. <u>Service Provider Address</u> The Service Provider has no physical address as it operates digitally and globally, and notices to the Service Provider may only be served digitally. No attempt of physical delivery via mail or in person will be considered valid and the attempted delivery thereof will be invalid.

7.3. <u>Deemed Delivery</u> Any notice given in terms of this Agreement which:

    7.3.1. is transmitted from the Subscriber to the Service Provider via email will be deemed to have been received upon confirmation of receipt (not automated receipt) thereof by the Service Provider.

    7.3.2. is transmitted from the Service Provider to the Subscriber will be deemed to have been received upon confirmation of receipt thereof (not automated receipt), or 5 (five) days after being sent, whichever comes first.

8. Dispute Resolution

8.1. <u>Informal Resolution</u> If any dispute relating to this Agreement arises between the Subscriber and the Service Provider:

    8.1.1. The authorised representatives of the Subscriber and the Service Provider should try to resolve the matter in writing via email.

    8.1.2. If the dispute is not resolved via email then the authorised representatives of the Subscriber and the Service Provider must meet electronically and remotely as soon as reasonably practicable to try resolve the dispute.

    8.1.3. If the dispute is not resolved at the electronic meeting the dispute must be referred to a meeting of the Chief Executive Officers of the Subscriber and the Service Provider or representatives that may be appointed by their Chief Executive Officers. This meeting is to take place electronically and remotely.

    8.1.4. If the dispute has not been resolved within 14 (fourteen) days of the electronic and remote meeting then the Subscriber or the Service Provider may refer the dispute to arbitration.

8.2. <u>Arbitration</u> Should any dispute, disagreement or claim arise between the parties (called hereafter the dispute) concerning this Agreement and the parties failed to resolve the dispute as set out in 8.1 then the parties shall:

    8.2.1. submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("AFSA"), upon such terms as agreed between the parties and the secretariat of the AFSA; and

    8.2.2. failing agreement as aforesaid within ten (10) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided in clause 8.3 below.

    8.2.3. The decision of the mediator shall become final and binding within ten (10) days of delivery thereof to the parties, unless one or either of the parties disputes the mediator's decision by written notice to the other party within the aforesaid ten (10) day period, in which event the dispute shall be referred to arbitration in accordance with the provisions of clause 8.2.4 below.

    8.2.4. Failing agreement as referred to in clause 8.1 above or in the event of either of the parties furnishing its notice of dispute within ten (10) days of the mediator's decision as envisaged in terms of clause 8.2.3 above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

8.3. Any such negotiation, mediation or arbitration shall be held in the geographical location of the Service Provider at the time of a dispute being referred.

9. Limited Warranty

9.1. The Service Provider warrants that it has the power and authority to provide the subscription of the Services to the Subscriber.

9.2. The Service Provider warrants that to the best of its knowledge and at the time of providing the Services that no aspect of rendering the Services will infringe any copyright or any other Intellectual Property rights of any third party.

9.3. Except for the warranty set forth herein, the Services are provided "as is," and "as available" and the Service Provider disclaims any and all other warranties, express or implied, including without limitation any implied warranties or fitness for a particular purpose.

10. Limitation of Remedy and Liability

10.1. The Subscriber accepts sole and complete responsibility for:

    10.1.1. the selection of the Services to achieve the Subscriber's intended results;

    10.1.2. use of the Services;

    10.1.3. the results obtained from the Services; and

    10.1.4. the terms of any contracts between the Subscriber and its Authorized Users or third party providers.

10.2. The Service Provider does not warrant that the Subscriber's use of the Services will be uninterrupted or error-free. The Subscriber shall not assert any claims against the Service Provider howsoever arising and the Subscriber shall defend the Service Provider from any demand or claim, and indemnify and hold the Service Provider harmless from any and all losses, costs, expenses, or damages, including attorneys' fees, directly or indirectly resulting from the Subscribers use of the Services, an Authorized User's use of the Services, and/or any agreement between the Subscriber and an Authorized User based on or in any way related to the Services.

10.3. To the maximum extent permitted by applicable law, in no event shall the Service Provider be liable for any special, incidental, indirect, consequential, punitive, exemplary or damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Services, whether based upon contract, warranty, tort, negligence, strict

liability or otherwise, even if the Service Provider has been advised of the possibility of such damages.

10.4. In any event, under no circumstances shall the Service Provider be liable for any loss, costs, expenses, or damages to the Subscriber in an amount exceeding the Fees actually paid to the Service Provider by the Subscriber for the previous month.

10.5. The Subscriber indemnifies the Service Provider from any and all liability, loss, claims or damage resulting from:

10.5.1. The Subscriber failing to comply with their obligations in terms of this Agreement;

10.5.2. The Subscriber acting contrary to any advice provided by the Service provider.

11. General

11.1. <u>Waiver</u> No forbearance or delay by either party in enforcing its respective rights in terms of this Agreement will prejudice or restrict the rights of such party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

11.2. <u>Entire Agreement</u> Save for indemnities signed by the Subscriber in favour of the Service Provider, this Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Subscriber acknowledges that no reliance is placed on any representation made but not embodied in this Agreement.

11.3. <u>Delivery</u> The Software is continuously available to the Subscriber in its latest master state, and as such is to be considered perpetually delivered.

11.4. <u>Governing Law and Jurisdiction</u> Unless otherwise stated this Agreement is governed and construed according to the laws of the Republic of South Africa.

11.5. <u>Costs</u> The Subscriber is responsible for all of their own legal and other costs.

11.6. <u>Severability</u> If the whole or any part of a provision of the Agreement is void or voidable by the Service Provider, or is illegal or is unenforceable, the whole or that part of that provision shall be severed, and the rest of the Agreement will remain in full force and effect provided that the severance will not alter the nature of this Agreement.

11.7. <u>Changes and Updates</u> The Service Provider may from time to time update its Development Service Terms of Service, Privacy Policy, Security Policy and other similar policies, documents, procedures or requirements, hereinafter referred to as ("the Terms") that may be valid whether or not they are referred to in this document. Such amended Terms will be available on the Service Providers Website.The Subscriber is responsible for visiting the Service Provider's website in order to familiarise themselves with the latest version of the Terms and the Subscriber's continued use of the Services constitutes the acceptance of these changes.

11.8. <u>Force Majeure</u> The Service Provider will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the Service Provider's reasonable control, including but not limited to fire, explosion, flood, storm, act of God, terrorism, civil commotion, riot, invasion, war, threat of war, epidemic or other natural disaster, malicious damage, sanctions, boycotts, downtime or failure of a utility or service or transport or telecommunications network, or any act or policy of any state or government or other authority.

11.9. <u>Additional Services</u> Should the Subscriber require additional Services for products other than the Specified Product the Subscriber must enter into additional agreements with the Service Provider.

11.10. <u>No Partnership or Agency</u> Nothing in this Agreement is intended to or shall operate to create a partnership between the Service Provider and the Subscriber, or authorize either party to act as an agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.

11.11. <u>Conflicts</u> In the event of any conflict between a Deliverable and any terms applicable to any portion of a Deliverable, such as Open Source license terms, such other terms will control as to that portion of the Deliverable and to the extent of the conflict.

11.12. <u>Assignment</u> The Subscriber shall not assign or transfer this Agreement.
11.13. <u>Clause Headings</u> Clause and sub-clause headings have only been inserted for convenience and shall not affect, assist or be used for its interpretation.
11.14. <u>Survival</u> Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Without limiting the generality of the aforegoing, the following clauses will survive termination of this Agreement, clauses 3, 5, 9,10,11.
11.15. <u>Enactments</u> References to any law will be deemed to include references to such law as re-enacted, amended or extended from time to time.