

SERVICES AGREEMENT

Between

("SERVICE PROVIDER")

MACROCOMM GROUP (PTY) LTD

(Hereinafter referred to as "Macrocomm Fleet Analytics")

(Registration Number 2018/061135/07)

of

Building 1, Waterfall Point Office Park,
Cnr Woodmead and Waterfall Drive,
Midrand,
1682

And

("THE CLIENT")

(Hereinafter referred to as "_____")

(Registration Number: _____)

of

Address: _____

CLIENT DETAILS

Client:	
Telephone:	
Fax:	
Cell:	
E-mail:	
Physical Address:	
Postal Address:	
Contact person:	

1 RECORDAL

- 1.1 This Agreement shall operate as a Master Agreement and shall apply as a severable and distinct Agreement in respect to the services set out in clause 3.
- 1.2 The Service Provider agrees to render the Services as specified in the Scope of Service for the Client who agrees to remunerate the Service Provider for this service, upon the terms and conditions set out in this Agreement.
- 1.3 The commencement date of this agreement shall be _____. The agreement shall be for a period of _____ months.
- 1.4 The service is as defined in the Annexure A.
- 1.5 The services contract cost is based on the Service Fees payable and invoiced on a monthly basis in accordance with the Scope of Service.

2 INTERPRETATION

- 2.1 The terms set out below will bear the meanings assigned to them below when used in this agreement or any Annexure hereto.
 - 2.1.1 Agreement – means this Agreement unless otherwise stipulated.
 - 2.1.2 API – means Application Programming Interface
 - 2.1.3 Business Days – means any day that is not a Saturday, Sunday, or public holiday
 - 2.1.4 Contract Term – means the start date and end date on which the Service Provider delivers the Services as agreed with the Client.
 - 2.1.5 csv – means a text comma separated values file
 - 2.1.6 Data ingestion – means the process of collecting and loading data from various sources into the SaaS system for storage, processing, and analysis
 - 2.1.7 Downtime – means the SaaS Software is unavailable due to unplanned incidents due to network outages or other which are beyond reasonable control of SERVICE PROVIDER
 - 2.1.8 Received Data – means a third-party tracking company device information
 - 2.1.9 SaaS – means Software as a Service
 - 2.1.10 Services – means deliverables as per the scope of service agreed and signed off with the Client.

- 2.1.11 Service Fees – means the actual fees to be paid for the Services specified in Clause 3 Scope of Service and defined in Annexure A.
 - 2.1.12 Scheduled Downtime – means scheduled time per month when maintenance is done on the SaaS Software Platform
 - 2.1.13 SFTP – means Secure File Transfer Protocol
 - 2.1.14 Support – means the technical support that will be provided to all Users
 - 2.1.15 Uptime – Means the SaaS Software is available for the user to access and utilise
 - 2.1.16 Users – means the company employees will have access to the SaaS Platform
 - 2.1.17 xlsx – means MS Office Excel Open XML (extendable mark-up language) Spreadsheet; a zip-compressed XML based format
- 2.2 In this Agreement, unless the context requires otherwise.
- 2.2.1 The singular will include the plural and vice versa.
 - 2.2.2 Words indicating one gender will import and include the other genders.
 - 2.2.3 Words indicating natural persons will import and include juristic and other persons and vice versa.

3 SCOPE OF SERVICE

This Agreement sets forth the terms and conditions under which Service Provider agrees to provide access of the Service Provider SaaS and provide all other services necessary for productive use of such software including customisation/integration, user identification and password change management, data import/export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the “Services”) to the Client and the Client’s customers. The Agreement shall remain in effect unless terminated as provided for herein.

3.1 The Service Provider shall provide the following services to the Client.

3.1.1 Data Analytics Services

This service comprises of the following:

- 3.1.1.1 Daily ingestion and processing of trip and event data collected via API from XXXXX’s existing fleet management system.
- 3.1.1.2 Ingestion of cost data related to fleet operation, delivered by XXXX via one of the following mechanisms:
 - API Delivery
 - Push to SFTP
 - Email attachment, in either a csv or xlsx format, to a designated Service Provider mailbox.

3.1.2 Analytics Outputs

3.1.2.1 This comprises of processed data used to generate and deliver analytics including:

- Total Cost of Ownership (TCO)
- Fleet Utilisation metrics
- Driving style scores and event-based scoring
- Insights into costs attributed to sub-optimal driving behaviours

3.1.3 Dashboard Access

3.1.4 Analytics and insights will be accessible via a secure, web-based dashboard maintained by Service Provider.

3.1.5 Service Delivery Parameters

3.1.5.1 Data Ingestion and Processing

- Trip and driving event data are harvested once every 24 (twenty-four) hours.
- Cost data is ingested upon receipt through any supported method within the 24 (twenty-four) hour ingestion window
- Data processing occurs once daily, triggered by the successful trip data API pull and incorporating any costs data received in the preceding 24 (twenty-four) hour period.

3.1.5.2 Uptime Commitment

- The SaaS dashboard and supporting services shall maintain a 99% monthly uptime, excluding scheduled maintenance

3.1.5.3 Support

- Support queries can be logged via email or an online support portal (details provided separately)
- Service Provider will respond to support queries within 1 (one) business day.

3.1.5.4 Scheduled Maintenance

- Pre-planned maintenance that is performed on a set schedule to prevent failures, prevent downtime, and ensure optimal performance. This includes key scheduled activities that include software updates, security patching, infrastructure upgrades, and performance optimisation.

4 SERVICE PROVIDER RESPONSIBILITIES

4.1 Service Provider shall be responsible for providing access and maintaining the SaaS Platform:

4.1.1 Provide secure access to the analytics dashboard

- 4.1.2 Ensure daily processing of received data
- 4.1.3 Maintain systems availability and safeguard data integrity on its infrastructure
- 4.1.4 Provide a designated mailbox and SFTP location for data ingestion
- 4.1.5 Set-up a Username and Password for each Client authorised employee who can access the SaaS within 5 (five) working days of receiving such written notice. Confirmation of such access being available for each authorised employee will be provided to the designated Client representative by email, and each authorised employee respectively.

5 CLIENT RESPONSIBILITIES

5.1 Client shall be responsible for the following:

- 5.1.1 Ensure the accuracy, completeness, and timely delivery of cost data
- 5.1.2 Ensure availability of trip data from its fleet management platform for daily API harvesting
- 5.1.3 Notify the Service Provider of any expected data delivery delays or changes in delivery methods.
- 5.1.4 For the SaaS activation, the Client must provide the following information:
 - 5.1.4.1 Name of each authorised employee who can access the SaaS
 - 5.1.4.2 Email Address of each authorised employee
 - 5.1.4.3 Notification of any and all changes in authorised employees who can access the SaaS in writing within 5 (five) business days of such change

6 SERVICE PERFORMANCE DISCLAIMER

Due to the reliance on third-party platforms and data supplied directly by the Client, the Service Provider will provide its services on a best-effort basis. The Service Provider is not responsible for:

- 6.1 Inaccurate or incomplete data supplied by the Client
- 6.2 Downtime or unavailability of the Client's telematics API
- 6.3 Delays in processing resulting from delayed or malformed data deliverables

7 PAYMENT

- 7.1 Payment for all service fees and charges relative to this Agreement shall be billed via invoice sent to the Client from the Service Provider.
- 7.2 The Client will make payments to the Service Provider using a payment method mutually agreed to by both parties. The Service Provider will provide the Client with the name of its bankers, the branch code number and its Bank account number to facilitate such payment.
- 7.3 The service fees, contract term and all charges are set out in Annexure A.

8 PENALTIES

- 8.1 Late Delivery

8.1.1 The Client reserves the right to apply a penalty for late delivery of services as provided for in Clause 3 and 4 for all services delivered later than agreed in writing between the parties.

8.1.2 This penalty Clause must be read in conjunction with 14.1 of this agreement where the late delivery constitutes a material breach of this agreement.

9 CESSIONS AND DELEGATION

9.1 Neither Party will be entitled to cede any of its rights or to delegate any of its obligations in terms of this Agreement without the prior written consent of the other, for which consent may not be unreasonably withheld.

10 SUB-CONTRACTORS

10.1 The Service Provider shall not be entitled to appoint any sub-contractor or any other third-party to perform any of its obligations in terms of this Agreement without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

11 SECURITY AND CONFIDENTIALITY

11.1 The Parties shall not, and shall procure that their employees, contractors and assigns shall not, disclose to any third-party other than their respective employees or professional advisors in their capacities as such, any information relating to the terms and conditions of this Agreement except:

11.1.1 To the extent necessary to comply with any law, valid court order or the requirements of a recognized Stock Exchange; or

11.1.2 as part of the normal reporting or review procedures to its auditors or its attorneys.

11.2 The Parties shall not, and shall procure that their employees, contractors and assigns shall not, disclose at any time during or after the termination of this Agreement, to any person whatsoever any information relating to the other party, the other party's customers or any of the business or trade secrets of the other Party to which they have or may become privy to during the term of this Agreement.

11.3 Unless otherwise provided for herein, the Parties shall not at any time, during or after the termination of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship or the subject matter of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11.4 The Parties shall ensure that all data transmissions are encrypted and handled in a secure manner, the Service Provider shall not disclose the Client's data to any third-party unless required by law or with prior written consent provided by the Client.

12 USE OF TRADEMARKS

12.1 Neither Party will use or permit or procure the use of any names, devices, logos or trademarks or any combination of such names, devices, logos or trademarks which are proprietary to the other whether or not such names, devices, logos or trademarks are registered or not, in any press release, press or public statement, information, leaflet,

advertisement or any other public document without the prior written consent of the other party, which consent such Party shall be entitled in its sole discretion to withhold.

- 12.2 The Service Provider shall not copy, use or exploit any work, system or technique developed by any member of the Client's staff either alone or together with others in the course of the work performed by such member whilst hired by the Client

13 LIMITATION OF LIABILITY

- 13.1 Neither Party shall have any claim against the other in respect of any loss, claim, action, damage or expense suffered or sustained by the other pursuant to a breach by that Party of its obligations under this Agreement, unless such loss, claim, action, damage or expense arises out of a grossly negligent or act or grossly omission on the part of the other party.
- 13.2 The Service Provider indemnifies the Client against any damage and any cost arising from any claim or action, made or brought against the Client regarding the infringement of any existing patent, copyright, trademarks or other intellectual property right in relation to the service. The Service Provider undertakes to notify the Client of any claim suit or proceedings made or brought against the Client, promptly. The defense of any such action and all negotiations for the settlement or compromise thereof will be controlled by the Service Provider and the Client jointly.
- 13.3 Neither Party will have any claim of any nature whatsoever against the other for the failure of the other to carry out any of its obligations in terms of this Agreement and which failure arises from a force of nature, which will be included but not be limited to any strike, lockout, network outage, shortage of labour or materials, delays in transport, riot, political or civil disturbances, rebellion, terrorism or any act of any State of Government or any other authority which is beyond the reasonable control of that party.

14 DISPUTE RESOLUTION

- 14.1 Any dispute arising from or in connection with this Contract shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA"), by an arbitrator who is agreed to between the Parties or failing agreement within 7 (seven) days of the dispute arising, an arbitrator or arbitrators appointed by the president of AFSA.
- 14.2 Nothing in this clause shall prevent any Party from obtaining interdict relief in the courts pending the outcome of the arbitration.

15 BREACHES AND TERMINATION

- 15.1 If either Party commits a material breach of its obligations in terms of this Agreement then the aggrieved Party may give written notice to the breaching Party to remedy such breach within 15 (fifteen) days of receipt of the written Notice, or at the option of the aggrieved Party such other period as may be agreed to between the Parties as being reasonable in the circumstances, and if the breaching Party fails to remedy the breach within the aforesaid period then the aggrieved Party will be entitled to cancel this Agreement forthwith on written notice to the other without prejudice to its rights in law. Any outstanding moneys owed to the Service Provider when the Service Provider is in breach and the Client has served a written notice for the cancellation of the

Agreement, after due process as provided for in this Agreement has been followed, will become null- and-void.

15.2 Notwithstanding anything to the contrary contained herein, either Party shall be entitled to terminate this Agreement at any time if the other party:

15.2.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or

15.2.2 Takes steps to deregister it or is deregistered.

15.2.3 Commits an act which would be an act of insolvency as defined by the Insolvency Act of 1936 as amended from time to time if committed by a natural person; or

15.2.4 fails to satisfy a judgment entered against itself within 21 (twenty-one) days after it becomes aware of the judgment, except if it provides evidence on an ongoing basis to the reasonable satisfaction of the other Party that steps have been initiated within the 21 (twenty-one) days to appeal review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued, the period of 21 (twenty-one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.

15.3 If a Party is in default and the default is of a continuing nature, or if the Party is in breach of any material provision of this Agreement and has been given written notice to remedy the breach, the aggrieved Party may:

15.3.1 Suspend performance of the aggrieved party's obligations during the default or breach;

15.3.2 Are entitled to a reasonable additional period of time for the performance of the aggrieved party's obligations.

16 POSTAL ADDRESS

16.1 Any written notice in connection with this Agreement may be addressed:

In the case of the Client to:

The Client:	
Telephone:	
Fax:	
Cell:	
E-mail:	
Physical Address:	
Postal Address:	
Marked for the attention of:	

In the case of the Service Provider to:

The Service Provider :	
Telephone:	010 493 6871
Fax:	
Cell:	
E-mail:	
Physical Address:	
Postal Address:	
Marked for the attention of:	

16.2 The notice shall be deemed to have been duly given:

- 16.2.1 7 (seven) days after posting, if posted by registered post to the party's address in terms of this sub-clause;
- 16.2.2 on delivery, if delivered to the party's physical address in terms of either this sub-clause or the next sub-clause being the service of legal documents.
- 16.2.3 on dispatch, if sent to the Parties then telefax number or email and confirmed by registered letter post not later than the next business day.

16.3 Either Party may change that party's address for this purpose by notice in writing to the other party. No notice shall be necessary in respect of a new or changed telefax number.

17 ADDRESS FOR SERVICE OF LEGAL DOCUMENTS

17.1 The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their domicile citandi et executandi):

In the case of the Client to:

The Client:	
Telephone:	
Fax:	
Cell:	
E-mail:	
Physical Address:	
Postal Address:	
Marked for the attention of:	

In the case of the Service Provider to:

The Service Provider :	
Telephone:	
Fax:	
Cell:	
E-mail:	

Physical Address:	
Postal Address:	
Marked for the attention of:	

17.2 A Party may change that party's address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other party.

18 INDULGENCES

18.1 No indulgence, extension of time, relaxation or latitudes which any Party may show, grant or allow to the other party, shall constitute a waiver by that Party of any of its rights, and it shall not, thereby, be prejudiced or stopped from exercising any of its rights against the other Party which may have then already arisen or which may thereafter arise.

19 ENTIRE CONTRACT

19.1 This Agreement contains all the express provisions agreed on by the Parties in regard to the subject matter of the Agreement, and the Parties waive their right to rely on any alleged expressed provision not contained in the Agreement.

19.2 The term of this Agreement shall commence on the Effective/Commencement Date (as defined in Annexure A) and shall continue unless terminated or cancelled by either party as per Clause 21.

20 NO REPRESENTATIONS

20.1 Neither Party may rely on any representation, which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

21 VARIATIONS, CANCELLATION AND WAIVER

21.1 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties with 30 (thirty) days written notice.

21.2 The Service Provider reserves the right to suspend services if there is a material breach of data provision responsibilities by the Client, or non-payment of fees.

22 APPLICABLE LAW

22.1 This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

23 JURISDICTION

23.1 Either Party shall be entitled but not obliged to institute any proceedings arising out of, or in connection with this Agreement in the Magistrate's Court. However, should a Party elect to institute proceedings in the High Court, the parties' consent to the jurisdiction of the Johannesburg Local Division.

24 COSTS

24.1 Any cost, including Attorney and own client costs incurred by either Party arising out of the breach by the other Party of any of the provisions of this agreement, shall be borne by the Party in breach.

24.2 Each Party shall bear that party's own legal costs of, and incidental to, the negotiation preparation, settling, signing and implementation of this Agreement.

25 SEVERANCE

25.1 Any clause in this Agreement, which may be invalid in terms of any statute, will be severed from this Agreement without in any way affecting the rest of this Agreement provide that the essentials for the existence of a Purchase Agreement still exist after its severance

	THE SERVICES PROVIDER	THE CLIENT
Date:		
Place:		
For:		
Signed:		
Name:		
Designation:		
	Duly authorized hereto	Duly authorized hereto
Witnesses:	1.	1.
	2.	2.

Annexure A

The effective date of this contract, the duration and billing frequency is set out below:

Product and/or Service	
Effective Date	
Contract Term	In months
Monthly Subscription Fee	_____ per user _____ for contract
Number of Client Users	
Billing Frequency	Monthly in advance
Payment Terms	30 days from invoice date