

Master Service Agreement:

Annexure S: Service Schedule – OMNIChannel v9.0.0

This Service Schedule for **OMNIChannel v9.0.0** (the "Service") replaces all previously signed / incorporated version(s) of the Service Schedule (if any) and forms part of the **Master Services Agreement** and Master Services Schedule. Its provisions 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. Definitions

1.1. Except to the extent expressly provided otherwise, in these Terms and Conditions:

- 1.1.1. **"Acceptable Use Policy"** means the Provider's policy for acceptable use of the Hosted Services made available at <https://www.qcontact.com/company/aup/>; <https://www.onlinedirect.co.za/acceptable-use-policy/>
- 1.1.2. **"Account"** means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;
- 1.1.3. **"Affiliate"** means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;
- 1.1.4. **"Agreement"** means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;
- 1.1.5. **"Business Day"** means any weekday other than a bank or public holiday in the Republic of South Africa;
- 1.1.6. **"Business Hours"** means the hours of 07:30 to 18:00 SAST on a Business Day;
- 1.1.7. **"Call Log Data"** means the traffic and billing data that the Provider logs in relation to every phone call made by or on behalf of the Customer via the Hosted Services for the purpose of generating invoices for the Charges, including the date, time and duration of the call, the call recipient's phone number and the username of the Customer user that made the call.
- 1.1.8. **"Charges"** means the following amounts:
 - a the amounts specified in the Online Direct Sales Order form
 - b such amounts as may be agreed in writing by the parties from time to time; and
 - c amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of the Agreement) by the time spent by the Provider's personnel performing the Support Services (rounded down by the Provider to the nearest quarter hour);
 - d any usage service calculated in arrears.
- 1.1.9. **"Control"** means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly);
- 1.1.10. **"Customer"** means the person or entity identified as such detailed on the Sales Order Form
- 1.1.11. **"Customer Confidential Information"** means:
 - a any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - i was marked or described as "confidential"; or
 - ii should have been reasonably understood by the Provider to be confidential; and
 - b the Customer Data;
- 1.1.12. **"Customer Data"** means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;
- 1.1.13. **"Customer Indemnity Event"** has the meaning given to it in Clause 16.3;
- 1.1.14. **"Customer Personal Data"** means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement, excluding Personal Data with respect to which the Provider is a data controller (such as, but not limited to, Call Log Data, business contact information relating to the Customer's personnel and representatives used for the purposes of entering into and performing the Agreement, communicating with the Customer in connection with the Agreement, setting up Accounts and invoicing and receiving payments of the Charges);
- 1.1.15. **"Data Protection Laws"** means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the Protection of Personal Information Act (POPI Act) and any laws implementing, supplementing, amending or replacing it;
- 1.1.16. **"Documentation"** means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;
- 1.1.17. **"Effective Date"** means the date upon which (i) the Provider sends to the Customer an order confirmation in response to the Customer completing and submitting the online Services Order Form published by the Provider on the Provider's website; or (ii) the parties execute a hard-copy Services Order Form;
- 1.1.18. **"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
- 1.1.19. **"Hosted Services"** means the customer communications software system, as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with these Terms and Conditions;
- 1.1.20. **"Hosted Services Defect"** means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:
 - a any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;
 - b any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
 - c a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or

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d an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

- 1.1.21. "**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out
- 1.1.22. "**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);
- 1.1.23. "**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;
- 1.1.24. "**Minimum Term**" means, in respect of the Agreement, the period of 12 months beginning on the Effective Date;
- 1.1.25. "**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in the Republic of South Africa from time to time;
- 1.1.26. "**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;
- 1.1.27. "**Provider**" means Online Direct PTY LTD , a company incorporated in the Republic of South Africa
- 1.1.28. "**Provider Affiliates**" means QContact Ltd and any other entity that becomes an Affiliate of the Provider from time to time;
- 1.1.29. "**Provider Indemnity Event**" has the meaning given to it in Clause 16.1;
- 1.1.30. "**Service Level Agreement**" means the Provider's and **Affiliates** service level agreement for the Hosted Services, Maintenance Services and Support Services in force from time to time and set out in this document.
- 1.1.31. "**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;
- 1.1.32. "**Sales Order Form**" means an online order form published by the Provider and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;
- 1.1.33. "**Set Up Services**" means any configuration, implementation and integration of the Hosted Services required by the Customer and set out in the Sales Order Form;
- 1.1.34. "**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, adopted by the European Commission pursuant to Commission Decision C(2010)593, completed with processing information relevant to the provision of the Services and pre-signed by QContact (Pty) Limited / Online Direct PTY LTD ,
- 1.1.35. "**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;
- 1.1.36. "**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari;
- 1.1.37. "**Term**" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;
- 1.1.38. "**Terms and Conditions**" means all the documentation containing the provisions of the Master Services Agreement, Its service schedules, this agreement, the Services Order Form, the main body of these Terms and Conditions and the Schedules, including any amendments to that documentation from time to time;
- 1.1.39. "**Update**" means a hotfix, patch or minor version update to any Platform software; and
- 1.1.40. "**Upgrade**" means a major version upgrade of any Platform software.

2. Term

- 2.1. The Agreement shall come into force upon the Effective Date.
- 2.2. The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 19 and the provisions of the Master Services Agreement
- 2.3. Unless the parties expressly agree otherwise in writing, each Sales Order Form shall create a distinct contract under these Terms and Conditions.

3. Set Up Services

- 3.1. The Provider shall provide any requested Set Up Services to the Customer.
- 3.2. The Provider shall use all reasonable endeavors to ensure that the Set Up Services are provided in accordance with the timetable and the Services Order Form.
- 3.3. The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 17.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Terms and Conditions.
- 3.4. Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider.

4. Hosted Services

- 4.1. The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on or promptly following the Effective Date, completion of any requested Set Up Services or payment of any amount due to be paid in advance by the Customer to the Provider under the Agreement, whichever is later.
- 4.2. Subject to clause 4.10, the Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term, provided that the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer.
- 4.3. Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:

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- a the Customer must not sub-license its right to access and use the Hosted Services;
 - b the Customer must not permit any unauthorised person to access or use the Hosted Services;
 - c the Customer must not use the Hosted Services to provide services to third parties;
 - d the Customer must not republish or redistribute any content or material from the Hosted Services; and
 - e the Customer must not make any alteration to the Platform.
- 4.4. The Customer shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an Account.
- 4.5. The parties acknowledge and agree that the Service Level Agreement shall govern the availability of the Hosted Services.
- 4.6. The Customer must comply with the Acceptable Use Policy, and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Account comply with the Acceptable Use Policy.
- 4.7. The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.8. The Customer must not use the Hosted Services:
- a in any way that is unlawful, illegal, fraudulent or harmful; or
 - b in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.9. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.10. The Provider may suspend the provision of the Hosted Services, refuse to set up an Account, de-activate an Account or prevent Customer from accessing an Account if:
- a any amount due to be paid in advance by the Customer to the Provider under the Agreement is overdue; or
 - b any amount due to be paid in arrears by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 10 Business Days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.
- 5. Maintenance Services**
- 5.1. Subject to Clause 4.10, the Provider shall provide the Maintenance Services to the Customer during the Term with reasonable skill and care and in accordance with the Service Level Agreement.
- 5.2. The Provider may suspend the provision of the Maintenance Services if:
- a any amount due to be paid in advance by the Customer to the Provider under the Agreement is overdue; or
 - b any amount due to be paid in arrears by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.
- 6. Support Services**
- 6.1. Subject to Clause 4.10, the Provider shall provide the Support Services to the Customer during the Term with reasonable skill and care and in accordance with the Service Level Agreement.
- 6.2. The Provider may suspend the provision of the Support Services if:
- a any amount due to be paid in advance by the Customer to the Provider under the Agreement is overdue; or
 - b any amount due to be paid in arrears by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.
- 7. Customer obligations**
- 7.1. Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such
- a co-operation, support and advice;
 - b information and documentation; and
 - c governmental, legal and regulatory licenses, consents and permits, as are reasonably necessary to enable the Provider to perform its obligations under the Agreement.
- 7.2. The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under the Agreement.
- 8. Customer Data**
- 8.1. The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement. The Customer also grants to the Provider the right to sub- license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement, subject always to any express restrictions elsewhere in the Agreement.
- 8.2. The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with the Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 8.3. The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back- up was taken, and shall retain and securely store each such copy for a maximum period of 30 days.

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8.4. Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavors to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 8.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

9. No assignment of Intellectual Property Rights

9.1. Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

10. Charges

10.1. The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

10.2. If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 10.2.

All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

10.3. The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Agreement, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 2% per annum over the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

11. Payments

11.1. The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in the Sales Order Form.

11.2. The Customer must pay the Charges to the Provider within the applicable period set out in the Sales Order Form or on the relevant invoice.

11.3. The Customer must pay the Charges by direct debit or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

12. Provider's confidentiality obligations

12.1. The Provider must:

- a keep the Customer Confidential Information strictly confidential;
- b not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
- c use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care; and
- d not use any of the Customer Confidential Information for any purpose other than performing the Services.

12.2. Notwithstanding Clause 12.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

12.3. This Clause 12 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- a is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- b is or becomes publicly known through no act or default of the Provider; or
- c is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

12.4. The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

12.5. The provisions of this Clause 12 shall continue in force for a period of 5 years following the termination of the Agreement, at the end of which period they will cease to have effect.

13. Data protection




13.1. Each party shall comply with the Data Protection Laws with respect to its processing of Customer Personal Data and other Personal Data obtained in connection with the Agreement.

13.2. Without limitation to the generality of Clause 13.1, the Customer shall be responsible for ensuring that the relevant data subjects are provided with the information about the processing of Customer Personal Data required by the Data Protection Laws.

13.3. Schedule 1 (Data processing information) sets out the detail of the processing of Customer Personal Data in connection with the Agreement, including the categories of data subjects (Part 1), the types of Personal Data (Part 2), the purposes of processing (Part 3) and duration of the processing (Part 4).

13.4. The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.

13.5. The Customer instructs the Provider to process Customer Personal Data as reasonably necessary for the purposes set out in this document (Data processing information).

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- 13.6. The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
Notwithstanding any other provision of these Terms and Conditions, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.
- 13.7. The Provider shall ensure that persons it authorises to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 13.8. The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Part 5 of Schedule 1 (Data processing information).
- 13.9. The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, the Provider will consider whether it is possible to continue providing the Services to the Customer without use of the objected-to third party processor. If the Provider determines that it is possible, the Provider will inform the Customer of this and continue providing the Services to the Customer without use of the objected-to third party processor. If the Provider determines that it is not possible, the Provider will inform the Customer of this and the Customer may then terminate the Agreement on 7 days' written notice to the Provider, providing that such notice must be given within the period of 7 days following the date that the Provider informed the Customer that it is not possible to continue providing the Services to the Customer without use of the objected-to third party processor. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 13.
- 13.10. As at the Effective Date, the Provider is hereby authorised by the Customer to engage as sub-processors with respect to Customer Personal Data the third parties, and third parties within the categories, identified in Part 6 of Schedule 1 (Data processing information).
- 13.11. The Customer hereby instructs the Provider to transfer Customer Personal Data outside the European Economic Area in the circumstances, and subject to the transfer mechanisms, set out in Part 7 of (Data processing information).
- 13.12. The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws in respect of Customer Personal Data. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer in connection with responding to such requests where the Provider makes automated tools available to the Customer via the Hosted Services that enable the Customer to respond to such requests itself.
- 13.13. The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the supervisory authority, the communication of Personal Data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws in respect of Customer Personal Data. The Provider shall report any Personal Data breach relating to the Customer Personal Data to the Customer within 24 hours following the Provider becoming aware of the breach. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.14, except where such work is necessitated by a breach by the Provider of its obligations under this Clause 13.
- 13.14. At the end of the Term, the Provider shall delete or return to the Customer all of the Customer Personal Data in its possession in accordance with Part 8, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 13.15. The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 13 and the Data Protection Laws.
- 13.16. The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 13. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.17, except where such work is necessitated by a breach by the Provider of its obligations under this Clause 13.
- 13.17. If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out in connection with the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

14. Warranties

- 14.1. The Provider warrants to the Customer that:
- the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;
 - the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions; and
 - the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.
- 14.2. The Provider warrants to the Customer that:
- the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
 - the Hosted Services will be free from Hosted Services Defects;
 - the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;
 - the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - the Platform will incorporate security features reflecting the requirements of good industry practice.
- 14.3. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under South African law.

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- 14.4. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 14.5. If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:
- a modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
 - b procure for the Customer the right to use the Hosted Services in accordance with these Terms and Conditions.
- 14.6. The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.
- All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

15. Acknowledgements and warranty limitations

- 15.1. The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 15.2. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.
- 15.3. The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

16. Indemnities

- 16.1. The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any claim by a third party that the Hosted Services infringe the Intellectual Property Rights of any person (a "Provider Indemnity Event").
- 16.2. The Customer must:
- a upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;
 - b provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;
 - c allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and
 - d not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider, and the Provider's obligation to indemnify the Customer under Clause 16.1 shall not apply unless the Customer complies with the requirements of this Clause 16.2.
- 16.3. The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of a claim by a third party that the Customer Data infringes the Intellectual Property Rights or other legal rights of any person, or breaches the provisions of any law, statute or regulation (a "Customer Indemnity Event").
- 16.4. The Provider must:
- a upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
 - b provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;
 - c allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and
 - d not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer, and the Customer's obligation to indemnify the Provider under Clause 16.3 shall not apply unless the Provider complies with the requirements of this Clause 16.4.
- 16.5. The indemnity protection set out in this Clause 16 shall be subject to the limitations and exclusions of liability set out in Clause 17.

17. Limitations and exclusions of liability

- 17.1. Nothing in these Terms and Conditions will limit or exclude any liability for death or personal injury resulting from negligence or any liability for fraud or fraudulent misrepresentation, limit any liabilities in any way that is not permitted under applicable law or exclude any liabilities that may not be excluded under applicable law.
- 17.2. The limitations and exclusions of liability set out in this Clause 17 and elsewhere in these Terms and Conditions are subject to Clause 17.1 and govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
- 17.3. Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 17.4. The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings, revenue or income, use or production, loss of business, contracts or opportunities or any special, indirect or consequential loss or damage.
- 17.5. The Provider shall not be liable to the Customer in respect of any loss or corruption of any data, database or software, provided that this Clause 17.5 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 8.3, Clause 8.4 and Clause 13.9.

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- 17.6. Subject to Clause 17.7, the aggregate liability of each party to the other party under the Agreement shall not exceed 1 Calander Months billing for Qcontact services, provided that the limitation of liability in this Clause 17.6 does not apply to the Customer's obligations to pay the Charges under the Agreement.
- 17.7. The aggregate liability of each party to the other party under the Agreement in respect of any breach of its obligations under Clause 13 shall not exceed 1 Calander months billing for the Qcontact services.

18. Force Majeure Event

- 18.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 18.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:
- promptly notify the other; and
 - inform the other of the period for which it is estimated that such failure or delay will continue.
- 18.3. A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

19. Termination

- 19.1. Either party may terminate the Agreement by giving to the other party not less than 30 days' written notice of termination, expiring after the end of the Minimum Term.
- 19.2. Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- the other party commits any material breach of the Agreement, and the breach is not remediable; the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 19.3. Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- the other party:
 - is dissolved;
 - ceases to conduct all (or substantially all) of its business;
 - is or becomes unable to pay its debts as they fall due;
 - is or becomes insolvent or is declared insolvent; or
 - convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
 - if that other party is an individual:
 - that other party dies;
 - as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - that other party is the subject of a bankruptcy petition or order.
- 19.4. The Provider may terminate the Agreement immediately by giving written notice to the Customer if:
- any amount due to be paid by the Customer to the Provider under the Agreement is unpaid by the due date;
 - the Provider has given the Customer notice of the late payment; and
 - the overdue amount remains unpaid 30 days after the Provider's notice is given.

20. Effects of termination

- 20.1. Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.9, 11.2, 12, 13 (if and to the extent that the Provider still possesses any Customer Personal Data after termination of the Agreement), 16, 17, 20, 21, 28 and 29.
- 20.2. Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.
- 20.3. Within 30 days following the termination of the Agreement for any reason:
- the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
 - the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement, without prejudice to the parties' other legal rights.

21. Notices

- 21.1. Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 5 of the Services Order Form and Clause 21.2):
- delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery;
 - sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or
 - sent by email, in which case the notice shall be deemed to be received at the time of the transmission (providing the sending party retains written evidence of the transmission),

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providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

- 21.2. The Provider's contact details for notices under this Clause 21 are as follows: Online Direct, Block D Sweet Thorn on Beyers office Park, 61 Bosbok road, Randburg, info@onlinedirect.co.za.
- 21.3. The addressee and contact details set out in the Sales Order Form and Clause 21.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 21.

22. Assignment

- 22.1. The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under these Terms and Conditions.
- 22.2. The Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed.

23. No waivers

- 23.1. No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 23.2. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

24. Severability

- 24.1. If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 24.2. If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

25. Third party rights

- 25.1. The Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.
- 25.2. The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

26. Variation

- 26.1. The Agreement may not be varied except in accordance with this Clause 26.
- 26.2. The Agreement may be varied by means of a written document signed by or on behalf of each party.
- 26.3. The Provider may vary the Agreement by giving to the Customer at least 30 days' written notice of the proposed variation, providing that if the Provider gives to the Customer a notice under this Clause 26.3, the Customer shall have the right to terminate the Agreement by giving written notice of termination to the Provider at any time during the period of 14 days following receipt of the Provider's notice.

27. Entire agreement

- 27.1. The Master Services Agreement, Sales Order Form, the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 27.2. Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.
- 27.3. The provisions of this Clause 27 are subject to Clause 17.1.

28. Law and jurisdiction

- 28.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 28.2. Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

29. Interpretation

- 29.1. In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
 - a that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - b any subordinate legislation made under that statute or statutory provision.
- 29.2. The Clause headings do not affect the interpretation of these Terms and Conditions.
- 29.3. References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 29.4. In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

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Data Processing Information and Indemnification

1. Categories of data subject

- 1.1. Individuals who are customers of, or representatives of customers of, the Customer.

2. Types of Personal Data

- 2.1. Any type of Personal Data held in the Customer's CRM system, such as (but not limited to) names, email addresses, postal addresses, account balances, account status, gender and date of birth. The relevant types of personal data processed will be subject to any field restrictions requested by the Customer in respect of the Services.
- 2.2. Any Personal Data provided directly by the above data subjects, for example by phone, email or webchat.
- 2.3. Individuals' IP addresses may also be collected where they interact with the Hosted Services online, for example when using webchat. These will be collected through use of cookies placed on the Customer's website.
- 2.4. Personal Data may be processed as a result of the above data subjects providing it to the Customer; the Provider's integration with the Customer's CRM systems in the course of providing the Services; and/or the Customer's use of the Hosted Services.

3. Purposes of processing

- 3.1. The provision of the Services to the Customer.

4. Duration of processing

- 4.1. Customer Personal Data will be processed during the Term, subject to possible post-Term processing as set out in Section 8 below in connection with the deletion and/or return of Customer Personal Data following termination of the Agreement.

5. Security measures for Personal Data

- 5.1. Measures to be taken by the Provider
- 5.2. Data is stored on secure servers by a datacentre provider that implements appropriate security measures and has relevant certifications in relation to information security.
- 5.3. Data is encrypted at rest.
- 5.4. Where possible, data is also encrypted in transit (for example using HTTPS when transferring data via websites).
- 5.5. Where encryption in transit is not possible (for example when sending data via email or calls over the public telephone network), data are encrypted up to the last possible point.
- 5.6. Development and production systems are kept separate.
- 5.7. Only authorised personnel have access to production systems and all access is logged.
- 5.8. Personnel who are authorized to access production systems receive information security training and are subject to appropriate confidentiality and security obligations.
- 5.9. The Provider complies with the ITSPA Code of Practice in connection with the telephony services that form part of the Hosted Services.
- 5.10. The Provider assists with PCI compliance by providing customers with the option of disabling call recordings and transferring call recordings to an automated capture system to avoid any agent interaction with card details.

6. Sub-processors of Customer Personal Data

- 6.1. The Provider may engage as sub-processors of the Customer Personal Data:
- 6.2. Provider Affiliates
- 6.3. the service providers engaged by the Provider in connection with the provision of the Services set out on the Provider's website at <https://support.qcontact.com/docs/data-processors> and any additional and/or replacement service providers within the same categories as those service providers.

7. Transfers of Customer Personal Data outside the European Economic Area (EEA)

- 7.1. This section has been removed as the customer is located outside of the European Economic Area / United Kingdom.

8. Deletion and return of Customer Personal Data

- 8.1. Records showing which of the Customer's users contacted which of the Customer's customers ('user records') will be stored by the Provider throughout the Term.
- 8.2. Except in relation to user records, the Customer will select retention periods to apply to different categories of the Customer Personal Data. Customer Personal Data will be deleted automatically on a rolling basis as and when it reaches the end of the applicable retention period pre-selected by the Customer.
- 8.3. Once the Agreement has terminated, the Provider will delete all Customer Personal Data then in its possession 30 days after the date of termination, subject to any request by the Customer for it to be deleted sooner.
- 8.4. Because the Customer is able to extract all Customer Personal Data held by the Provider at any time, the Provider will not return any Customer Personal Data to the Customer, unless the Customer requests this within 25 days of the date of termination and subject to payment of reasonable additional charges. The Customer may extract the Customer Personal Data itself at any point up to 30 days after the date of termination or any earlier deletion date requested by the Customer (if applicable).
- 8.5. The Customer acknowledges that Call Log Data are not Customer Personal Data, are processed by the Provider as a Controller for its own billing and record-keeping purposes and will not be deleted in accordance with the above procedures. The Provider will retain Call Log Data for as long as necessary

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for its own billing and record-keeping purposes, and will make the records available to the Customer upon request. Full phone numbers will be removed from the Call Log Data after a period of 180 days, leaving only partial phone numbers.

9. Indemnification

9.1. Online Direct is committed to protecting customers privacy and recognizes that it needs to comply with statutory requirements in collecting, processing and distributing of personal information. The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013 ("POPI") includes the right to protection against unlawful collection, retention, dissemination and use of personal information. In terms of section 18 of POPI, if personal information is collected by Online Direct or the provider of the APN service, as the responsible party, must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.

Online Direct and its Service Provider takes all necessary precaution to ensure compliance with the Protection of Personal information Act 4 of 2013. The customer consents to the processing of personal information for tracking and related purposes relevant to the Cloud APN portal, in order to present information to the customer about the SIMs location, amount of data consumed, where this data is consumed and what this data is used for. This information may be captured and displayed on a portal for a customer to understand usage, behavior and any other customer requirement that may be evident in the business model and strategy of the customer.

I, the undersigned _____ (Full Name and Surname),
ID number _____

Authorise that the Responsible Party (as defined in the Protection of Personal Information Act, 2013, "POPI Act") may perform a search of the location of the allocated subscriber identity module or subscriber identification module (SIM), widely known as a SIM card, and may store all relevant information and documentation pertaining to location and usage with time and date stamps. I confirm that all relevant Human Resource documentation is in place with all employees / users in accordance with all relevant legislation.

I certify that I understand this indemnity and I understand the right to privacy and the right to have personal information processed in accordance with the conditions for the lawful processing of personal information. And I hereby give consent to Online Direct and its Service Provider to capture, process store and distribute my personal information, map location and any other data captured by the SIM and mobile data communication platform where the company is legally required to do so. I understand that information may not be shared with any third parties without my specific approval and will not be sold, distributed or leased to third parties unless my permission is provided or is required by the law. Furthermore, I understand that third party providers such as Mobile Operators, etc. may have access to this personal information and I hereby consent to the company sharing my personal information strictly for administration purpose.

Additionally, I unconditionally indemnify Online Direct, its Service Providers, its duly authorised agents and all its members and employees against any liability which results or may result from furnishing my information in this regard. Online Direct will not be liable for any damages of any kind, arising from the use of these services, including but not limited to direct, indirect, incidental, punitive and/or consequential damages. Should you wish this information to be no longer stored, you may advise Online Direct or its Service Provider whereby your information will immediately be permanently deleted.

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Availability SLA (version 2024.6)

1. Introduction

- 1.1. This Schedule sets out the Provider's availability commitments relating to the Hosted Services.
- 1.2. In this Schedule, "uptime" means the percentage of time during a given period when the Hosted Services are available at the gateway between public internet and the network of the hosting services provider for the Hosted Services.
- 1.3. definitions of all terms come from the EULA

2. Availability

- 2.1. The Provider shall use reasonable endeavours to ensure that the uptime for the Hosted Services is at least 99% during each calendar month.
- 2.2. The Provider shall be responsible for measuring uptime, and shall do so using any reasonable methodology.
- 2.3. The Provider shall report uptime measurements to the Customer on its status website, in respect of each calendar month.

3. Service credits

- 3.1. In respect of each calendar month during which the Hosted Services uptime is less than the commitment specified in Paragraph 2.1, the Customer shall be entitled to earn service credits in accordance with the provisions of this Part 3.
- 3.2. The service credits earned by the Customer shall be as follows: 5% credit of user subscription charges for each day the uptime level falls below the commitment specified in Paragraph 2.1.
- 3.3. Upon request by the Customer, the Provider shall deduct an amount equal to the service credits due to the Customer under this Part 3 from amounts invoiced in respect of the Charges for the Hosted Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the uptime commitment, until such time as the service credits are exhausted.
- 3.4. Service credits shall be the sole remedy of the Customer in relation to any failure by the Provider to meet the uptime guarantee in Paragraph 2.1, except where the failure amounts to a material breach of the Agreement.
- 3.5. Upon the termination of the Agreement, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by the Provider in respect of Hosted Services following such termination.

4. Exceptions

- 4.1. Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime guarantee given in Paragraph 2.1:
 - 4.1.1. a Force Majeure Event;
 - 4.1.2. a fault or failure of the internet or any public telecommunications network; or
 - 4.1.3. a fault or failure of the Provider's hosting infrastructure services providers, unless such fault or failure constitutes an actionable breach of the contract between the Provider and that company; or
 - 4.1.4. a fault or failure of the Customer's computer systems or networks; or
 - 4.1.5. any breach by the Customer of the Agreement; or
 - 4.1.6. scheduled maintenance carried out in accordance with the Agreement; or
 - 4.1.7. a misconfiguration made by the Customer which results in service failure.
 - 4.1.8. Any third party services.

Maintenance SLA (version 2024.6)

1. Introduction

- 1.1. This Schedule sets out the service levels applicable to the Maintenance Services.
- 1.2. Definitions of all terms come from the EULA.

2. Scheduled Maintenance Services

- 2.1. The Provider shall where practicable give to the Customer at least 10 Business Days' prior written notice on our Status Page of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this Schedule.
- 2.2. The Provider shall provide all scheduled Maintenance Services between 22:00 and 05:00 Monday to Friday.
- 2.3. The Provider shall apply security updates as soon as practically possible without interruption to service. In the event of a critical security update being required which may result in interruption to service, this may require less than the standard notice period to maintain the integrity and security of the platform.

3. The Provider shall apply Updates to the Platform as follows:

- 3.1. third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that the Provider may acting reasonably decide not to apply any particular third party security Update;
- 3.2. the Provider's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the Customer or agreed by the parties from time to time.

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Support SLA (version 2024.6)

1. Introduction

- 1.1. This Schedule sets out the service levels applicable to the Support Services;
- 1.2. Definitions of all terms come from the EULA unless with the exception of
 - 1.2.1. Support Hours means from 07:30:00 UTC to 18:00 UTC Monday to Friday excluding any day which is a public holiday in the Republic of South Africa.

2. Helpdesk

- 2.1. The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule.
- 2.2. The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
 - 2.2.1. corporate.support@onlinedirect.co.za
- 2.3. The Provider shall ensure that the helpdesk is accessible by telephone, email and using the Provider's web-based ticketing system.
- 2.4. The Provider shall ensure that the helpdesk is operational and adequately staffed during Support Hours during the Term.
- 2.5. The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.
- 2.6. The Customer may raise critical issues outside of the Support Hours by contacting The Provider by the published support telephone number and explaining to the operator that it is a Critical issue. The Customer understands that they must not raise non-critical issues outside of the Support Hours through this method.

3. Response and resolution

- 3.1. Issues raised through the Support Services shall be categorised as provided in Figure (1)
- 3.2. The Provider shall determine, acting reasonably, into which severity category an issue falls.
- 3.3. The Provider shall use all reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the targets provided in Figure (1)
- 3.4. The Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.
- 3.5. The Provider will respond to Critical issues 24 hours per day, 7 days per week.
- 3.6. The Provider shall use all reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the time periods provided in Figure (1)
- 3.7. The Provider will escalate issues internally as per Figure (2).

4. Provision of Support Services

- 4.1. The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5. Limitations on Support Services

- 5.1. If the total hours spent by the personnel of the Provider performing the Support Services during any calendar month exceed 8 hours then:
 - 5.1.1. the Provider will cease to have an obligation to provide Support Services to the Customer during the remainder of that period; and
 - 5.1.2. the Provider may agree to provide Support Services to the Customer during the remainder of that period, but the provision of those Support Services will be subject to additional Charges.
- 5.2. The Provider shall have no obligation to provide Support Services in respect of any issue caused by:
 - 5.2.1. the improper use of the Hosted Services by the Customer; or
 - 5.2.2. any alteration to the Hosted Services made without the prior consent of the Provider.
- 5.3. Feature Requests and Configuration Requests are not covered by the SLA and are completed as time permits. The Provider shall have no obligation to accept Feature Requests.

6. Additional Charges for Non-SLA Support and Feature Requests

- 6.1. Any work performed by the Provider that falls outside of the standard Support Services or SLA obligations, including but not limited to additional support hours beyond the monthly limit, custom feature requests, or configuration changes (collectively, "Non-SLA Services"), will be subject to additional charges.
- 6.2. The Provider shall inform the Customer of the estimated cost of Non-SLA Services before commencing the work. The Provider will not proceed without obtaining prior written approval from the Customer for the specified charges.
- 6.3. Charges for Non-SLA Services will be billed at the Provider's prevailing hourly rate or as otherwise agreed upon by the Provider and the Customer in writing.

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Figure 1 – Severity Matrix

Severity	Description	Initial Response Target	Resolution Target
Critical	The Hosted Services are inoperable or a core function of the Hosted Services is unavailable.	15 min (24x7)	1 hour
Serious	A core function of the Hosted Services is significantly impaired.	30 min	4 hours
Moderate	A core function of the Hosted Services is impaired, where the impairment does not constitute a serious issue or a non-core function of the Hosted Services is significantly impaired.	30 min	4 days
Minor	Any impairment of the Hosted Services not falling into the above categories; and any cosmetic issue affecting the Hosted Services	30 min	10 days
Configuration Request	A request to reconfigure an aspect of your system on your behalf.	n/a	Not covered by SLA
Feature Request	A request to adjust functionality or add functionality to platform that isn't currently possible.	n/a	Not covered by SLA

All times in Support Hours.

Figure 2 – Escalation Matrix

All time periods are measured in Business Hours

Severity	Escalated to 2nd Tier	Escalated to 3rd Tier	Management Notified
Critical	–	Immediately	Immediately
Serious	Immediately	1 hour	2 hours
Moderate	2 hours	4 hours	8 hours
Minor	As required	As required	–
Configuration Request	As required	As required	–
Feature Request	–	–	–

Signatures	
Signature of responsible official who warrants his/her authority to sign this contract on for and on behalf of the Counterpart and acknowledges having read the above conditions	
Signature	
Printed Name (in full)	
Designation	
Place (full address)	
Date (dd/mm/yyyy)	