

MAINTENANCE AND SUPPORT TERMS AND CONDITIONS:

Definition:

In the 'terms and conditions' outlined below AnP Consulting shall be referred to as 'AnP' and the other party as the 'Client'.

1a). This agreement and the charges shown in the SLA above shall be effective from the date it is signed by the Client ('the Commencement Date') and shall remain in force thereafter (subject to condition 16) for a minimum period of 12 months and may thereafter be terminated by either party upon a months written notice to the other.

b). The 'AnP Quality Care Package' (Contract/Package) is made up of 30 points, each point comprises of a 30 minute consulting period. These points can either be utilised individually as telephonic support and/or it entitles the Client to 15 hours on-site support between the hours of 8am and 5pm, Monday to Friday excluding public holidays and weekends (i.e. on-site support can only be used in 2 point integers - telephonic support will be deducted in 1 point integers). All Contracts/Packages includes a weekly round trip/travel, should the Client be within a 50Km radius of the AnP offices and last for one calendar month, at the beginning of each new month these points are replenished to the original state of 30 points, points not used in the previous month expire and Cannot be carried over.

c). In addition to the afore mentioned 'AnP Quality Care Package', the 'AnP Premium Care Package' (Contract/Package) entitles the Client to a four-hour turn around time for additional peace of mind. The normal working hours available in a day are also extended for these Clients by two hours, i.e. between the hours of 8am and 7pm, Monday to Friday excluding public holidays and Sundays. The working week is also extended to include Saturday mornings between the hours of 9am and 12 midday.

d). Contract/Package, as outlined in points 1b) and 1c), hourly fees are on average 15% less expensive than that of the non-contractual hourly fees.

Charges:

2. The charges shown in the SLA are those currently in effect and are subject to acceptance within 14 days from date of quotation, they may also be changed within reasonable discretion by AnP prior to the Client signing of the SLA.

3a). The Client shall pay the charges in effect of any Contract/Package taken in the SLA in advance, payment terms are 14 days from presentation of an invoice, thereafter interest will be added over and above the outstanding fee.

b). Any late payments will be taken as a breach of contract thus subject to termination of the SLA.

4a). Any support or maintenance callout occurring outside of the normal AnP working hours or AnP working week, as described in condition 1b) and 1c), i.e. overtime, will be charged at the discretion of AnP.

b). All Contract/Packages are valid for one calendar month, any points not used within the month under the SLA are forfeit. No points can be carried forward.

5. Should the Client exceed their monthly contract hourly allocation (i.e. points), additional support will be charged out at the standard AnP non-contractual hourly rate as discussed below.

6a). Non-contractual hourly fees are on average 15% more expensive than contractual hourly fees and exclude any travel charges.

b). The non-contractual hourly fee is R280 per hour excluding VAT and is subject to change at the discretion of AnP.

c). Overtime is billed at time one and a half of the standard AnP non-contractual rate for the given consultant, unless otherwise agreed upon. Overtime is from 17h00 to 08h00 on Mondays to Fridays. Public holidays and weekends are also considered overtime.

d) All travel is charged out in accordance with the normal AA travel rates.

7a). All billable time, whether a non-contractual agreement or with an SLA in place, starts from the time an AnP consultant arrives on site until the time the consultant leaves the site.

b) The minimum charge, for non-contractual and SLA Clients alike, for services will be one hour (or 2 points), and in half hour (or 1 point) intervals thereafter.

Equipment/Repairs:

8. AnP will make adjustments and repairs, and supply upon official Client purchase, whatever parts are necessary to maintain the equipment in good working order, provided that all repairs and adjustments are carried out within the times afforded by the respective SLA (Contract/Package).

9. AnP will use its best endeavours to provide the service indicated in the SLA taken, but if for any reason AnP has to remove equipment from the Client's premises, AnP will not be subjected to provide a replacement.

10. The Client shall make the equipment available for such repairs and adjustments and shall provide adequate working space around the

15. Should AnP deem any equipment to have reached the end of its reasonable serviceable life, AnP shall have No obligation to maintain such equipment unless the Client, at their own expense, replaces the equipment.

Termination

16. (1) Notwithstanding anything else contained here in, this agreement may be terminated by AnP:

- a) forthwith on giving notice in writing to the Client if the Client shall fail to pay any sum due under the terms of this agreement (otherwise than as a consequence of any default on the part of AnP) and such sums remain unpaid for fourteen days after written notice from AnP that the sum has not been paid; or
- b) forthwith on giving notice in writing to the Client if the Client commits any material and/or serious breach of any term of this agreement (other than any failure by the Client to make any payment hereunder in which event the provisions of paragraph a) above shall apply and, in the case of a breach capable of being remedied, shall have failed) within 14 days after the receipt of a request in writing from AnP so to do, to remedy the breach; or
- c) on giving notice in writing to the Client if the Client shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction shall make an order to that effect or if the Client shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

(2) Any termination of this agreement howsoever occasioned shall not affect any accrued rights or liabilities of AnP, nor shall it affect the coming into force or the continue in force on or after such termination.

Extent of Liability:

The following provisions set out the AnP entire liability (including any liability for acts and omissions of its employees, agents and sub-contractors) to the Client:

17a). The AnP liability to the Client in respect of any breach or its contractual obligations arising under this agreement or for any representation statement or tortuous act or omission including negligence arising under or in connection with this agreement shall be limited to the maximum of the amounts paid by the Client under this agreement.

b). The AnP liability to the Client in respect of damage to the tangible property of the Client resulting from negligence of AnP or its employees, agents and sub-contractors shall be limited to the maximum of the amounts paid by the Client under this agreement.

c). AnP shall in no circumstances be liable for any indirect or consequential losses arising under this agreement howsoever caused. It is the Client's responsibility to take out insurance to cover any excess loss.

d). AnP shall not be liable for any loss suffered howsoever arising as a result of faulty or damage to equipment caused by power surges, faulty cables, accidental damage or networking.

e). Where the Client has fitted additional third party parts, e.g. memory, video cards, scsi cards, hard drives to the equipment; this will be at their own risk, and AnP cannot be held responsible for any loss howsoever arising as a result of the fixing or use of third party parts.

18a). AnP shall not be liable for any delay in performing any of its obligations hereunder if such delay caused by circumstances beyond its reasonable control and AnP shall be entitled to a reasonable extension of time (as advised to the Client) for the performance of such obligations.

b). AnP does not accept any responsibility for loss of productivity, or profit by the Client, if AnP fails to respond within the specified time due to unforeseen circumstances.

19. The Client shall be liable for the safety of any of the AnP's employees, agents and sub-contractors on its sites pursuant to the agreement. The Client shall indemnify AnP as to any loss they may suffer as a result of the Client being in breach of this clause

Non-solicitation:

20. The client shall not solicit in any way the services of or offer to employ any employee or sub-contractor of AnP (or any person who has been an employee or sub-contractor during the previous two years) who is or has been engaged in carrying out AnP's obligations under this agreement, nor shall the Client actually employ or contract with such an employee or sub-contractor without the written consent of AnP, during the period commencing on the date on which services subject to these terms and conditions are ordered by the Client and ending six months after the later of:

- a) the date on which such services are completed; and

equipment for the use of AnP personal and shall make available such reasonable facilities as may be requested from time to time by AnP for storage and safe keeping of test equipment and spare parts.

11. During the period of this agreement the Client shall:

- a).** Ensure that proper environmental conditions are maintained for the equipment and shall maintain in good condition the accommodation of the equipment, the cables and fittings associated therewith and the electrical supply thereto;
 - b)** Not make any modification, repairs or adjustments to the equipment without AnP's prior consent;
 - c)** Keep and operate the equipment in a proper and prudent manner in accordance with the manufacturers operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the equipment.
 - d).** Ensure that the external surfaces of the equipment are kept clean and in good condition and carry out any minor maintenance recommended by the manufacturer from time to time.
 - e).** Save as aforesaid, not attempt to adjust, repair or maintain the equipment and shall not request, permit or authorise anyone other than AnP to carry out any adjustments, repairs or maintenance of the equipment.
 - f).** Use on the equipment only such operating supplies as the manufacturer shall recommend
 - g).** Not use in conjunction with the equipment any accessory attachment or additional equipment other than that which has been supplied or approved in writing by the manufacturer or AnP.
- 12.** All components and parts required to be repaired or replaced due to inadequate "operator maintenance" where applicable or for any/or the reasons contained in condition 10 or for reasons other than fair wear and tear shall be paid for by the Client in addition to the maintenance charges set out in the AnP rate guide at the then said current prices.
- 13.** If the Client fails to make the equipment available under condition 10 or delays or prevents AnP from performing its obligations hereunder, AnP may make an additional charge in accordance with its standard scale of charges.
- 14a).** AnP does not undertake to replace consumable items which include ribbons, type elements, toner cartridges, fuser units, printer heads, platens, recorded data and media under this agreement.
- b).** It is the Clients responsibility to ensure adequate back-ups are taken at all times and AnP cannot be held responsible for the loss of data as a result of a hardware failure or any corrective action arising there from howsoever caused.
- c).** AnP does not delete any data of any description, therefore any server data 'clear-out' or data deletion required is to be carried out by the Client, should the Client ask AnP directly to delete any data, AnP will not be held responsible should the Client wish to regain or require any part of the deleted data.

- b)** the date on which such employee or sub-contractor ceases to be employed by AnP.

Date recognition exclusion clause:

- 21.** AnP accepts no liability or responsibility (whether in contract, tort, negligent, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or in part):
- a)** The failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the customer/Client or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year dates or time (whether on, before or after such change of year, date or time).
 - b)** Any implementation or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the customer/Client or of any third party) in anticipation of or in response to any such change of year, date or time, or any device given or services performed in connection with any such change or modification;
 - c)** Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Client or any third party related to any such change of year, date or time.
- 21.** This agreement supersedes all prior agreements and undertakings between the parties. AnP shall not be liable to the Client for loss or damage arising from or in connection with representations, agreements or undertakings made prior to the date of execution of this agreement, except as otherwise expressly incorporated (in writing) or referred to in this agreement.
- 22.** No waiver, alteration or addition to this agreement shall be valid unless made in writing and signed by authorised signatories of both AnP and the Client.
- 23.** This agreement shall be subject to and construed in accordance with South African law, and the courts of South Africa shall have exclusive jurisdiction in all matters connected therewith or relating thereto.
- 24.** This agreement shall apply in so far as these conditions are held to be lawful and enforceable. If any condition or part of a condition shall be held to be unlawful and unenforceable, then these conditions shall be read and construed as if such condition or part was omitted.