



# **Bytes Systems Integration**

**A Division of Altron TMT (Pty) Ltd**

**(hereafter, "Bytes")**

## **Standard Terms and Conditions for the supply of products and/or the provision of services**

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## 1 DEFINITIONS

- 1.1** In this Agreement, the words detailed hereunder will have the meanings assigned to them unless inconsistent with the context of this Agreement.
- 1.2** "Agreement" means these Standard Terms and Conditions and any Application Forms, Schedules, Annexures, Attachments and Addendums hereto.
- 1.3** "Effective Date" means the date, notwithstanding the date of signature of this Agreement when the service is commissioned by Bytes for use by the Customer irrespective of whether or not the Customer uses the Services.
- 1.4** "EULA" means the End User License Agreement of each respective vendor.
- 1.5** "Services" means the services provided by Bytes as specified in the Schedules to this agreement including all software and equipment necessary for the provision of the Services.
- 1.6** "Customer" means the party specified as Customer on the agreement or application form to which these terms are attached.
- 1.7** "VAT" means Value Added Tax as defined in the Value Added Tax Act 89 of 1991.
- 1.8** "VM" means a Virtual Machine.
- 1.9** "Bytes" means Bytes Systems Integration a Division of Altron TMT (Pty) Ltd (company registration number 1984/003805/07).
- 1.10** "AUP" means our Acceptable Use Policy, available on our website [www.bytes.co.za/overview-bytes-systems-integration](http://www.bytes.co.za/overview-bytes-systems-integration), and which policy all Customers must adhere to and which policy was made by us to ensure: that we honour our commitment to comply with legislation; that all our Customers use our network and services in a safe and responsible manner and without interference or harassment from others; that we protect our network against security threats; and that we ensure that the conduct of no one Customer prejudices the user experience of the other Customers.
- 1.11** "Consumption Based Charges" means a charge that is levied for services or products provided to Customer in terms of an agreement where such services or products are consumed at the Customer's discretion.
- 1.12** "Consumption Overage" means consumption that exceeds the contracted anticipated periodic volume.
- 1.13** "Soft Consumption Threshold" means the point at which the Customer has consumed more than 70% of the anticipated periodic volume. Bytes will advise the Customer of this threshold being breached via an email notification.
- 1.14** "Consumption Threshold" means the point at which the Customer has consumed more than 100% of the anticipated periodic volume. Bytes will advise the Customer of this threshold being breached via an email notification.
- 1.15** "Hard Consumption Threshold" means the point at which the Customer has consumed more than 130% of the anticipated periodic volume. Bytes will advise the Customer of this threshold being breached via an email notification and suspend the service to limit Overage Charges unless prior arrangements have been made for Overage. This shall not apply to Microsoft Services Provider License Agreement ("SPLA") usage.

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**1.15.1** The Customer acknowledges that should the Hard Consumption Threshold be reached and services are suspended, services shall only be resumed upon payment by the Customer of the Consumption Overage amount as well as an amount equal to the projected additional consumption to the end of the billing period. The Bytes Account Manager will, together with the customer, determine this additional amount.

## **2 COMMENCEMENT AND DURATION**

**2.1** This Agreement will become effective on, the Effective Date and will continue in effect until terminated according to its terms. Should the Effective Date occur after the date of signature of this Agreement, nothing herein contained shall be construed as to give either party the right to cancel or rescind this Agreement before the Effective Date.

**2.2** The duration period of the Services shall be specified in the relevant agreement/s or Service Specification schedules to which these terms are applied.

## **3 QUOTES, CHARGES AND PAYMENTS**

**3.1** A quotation is valid for 30 (thirty days), unless stated otherwise on the official quotation.

**3.2** Prices quoted may be adjusted based on the site audit and configuration verification process, where applicable.

**3.3** Unless a price has been quoted by Bytes, which will then apply, the price of the services and/or products shall be the current ruling price of Bytes on the date that the services and/or goods are supplied /delivered to the Customer.

**3.4** Any agreed budget is necessarily based on the assumption that the information required in order to render the services is made available in accordance with agreed timetables, is complete and accurate and that the Customer's key executives and personnel are available.

**3.5** Any delays or other unanticipated problems caused by the Customer which are beyond the control of Bytes, may result in additional charges being levied against the Customer for which invoices will be raised.

**3.6** Where services are provided on a time and material basis, a minimum charge of 1 (one) hour will apply.

**3.7** All Services provided are to be billed as of the Effective Date in respect of each Service.

**3.7.1** Where Bytes provides a single solution comprising a number of Services/components, billing will commence for each respective Service/component as and when each Service/component of that solution becomes available for use.

**3.8** The Customer is responsible for and agrees to pay Bytes all fees for the Services in South African currency, without deduction or set-off of any amount of whatsoever nature for whatsoever reason.

**3.9** All prices specified exclude VAT and any other taxes and duties including but not limited to regulatory surcharges, which the Customer becomes obligated to pay by virtue of the Agreement.

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- 3.10** Prices as reflected in the quotation are based on the quoted exchange rate and charges are subject to exchange rate fluctuations where applicable. The Customer will be liable for the variance unless prior arrangements for forward cover have been agreed.
- 3.11** Travel and accommodation costs and any other reasonable disbursements made by Bytes in connection with the services rendered will be charged to the Customer at cost plus VAT. Motor vehicle travel is charged at the prevailing AA rate. This clause is only applicable when not covered specifically by the quotation.
- 3.12** Travel time will be recovered both ways at the same rate as the labour rate. This clause is only applicable when not covered specifically by the quotation.
- 3.13** All services required or goods ordered by the Customer shall be prepared on an order form and sent by facsimile transmission, mail, hand delivered or ordered via the Bytes digital portal at [www.bytes.digital](http://www.bytes.digital) or [www.altron.digital](http://www.altron.digital) to Bytes. On receipt of such order form by Bytes, such order shall be binding on the Customer.
- 3.14** The Customer agrees that in the event of any portion of an invoice of indebtedness being disputed, then the Customer undertakes to forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed by Bytes.
- 3.15** In the event of any dispute arising as to the amount or calculation of any fee or charge to which Bytes is entitled, the Customer undertakes to forthwith pay the undisputed amount of such indebtedness, whereafter the dispute shall be referred to Bytes' auditors. They shall act as experts and their decision shall be final and binding on Bytes and the Customer.
- 3.16** Payment Terms:
- 3.16.1** Invoices shall be tax invoices which comply with the Value Added Tax Act and are payable within 30 days of presentation, subject to the granting of approved credit facilities. Where payment is linked to services, invoices will be rendered periodically against agreed to milestones, delivery and completion of work.
- 3.16.2** The credit facilities may be withdrawn by Bytes at any time on notice to the Customer and on reasonable grounds.
- 3.17** Interest is payable on overdue payments from due date to date of payment in full, at 2% (two percent) above the prevailing prime overdraft rate charged by Bytes' bankers.
- 3.17.1** Any such late payment charge shall be paid immediately by the Customer upon receiving written notification from Bytes advising of the amount thereof and that it has exercised its rights in terms hereof.
- 3.18** In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorises Bytes to furnish the name, credit record and repayment history of the Customer to any credit bureau Bytes may use any means to verify the information provided by the Customer including in a credit application or on an order form.

#### **4 CUSTOMER'S OBLIGATIONS**

- 4.1** The Customer shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by the Customer passes. In particular, the Customer shall at all times comply with Bytes' Acceptable Usage Policy (AUP) available on

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[www.bytes.co.za/overview-bytes-systems-integration](http://www.bytes.co.za/overview-bytes-systems-integration) as well as any conditions of use by an OEM ("Original Equipment Manufacturer") and/or Vendor, where applicable and where a legal nexus in the form of a contract has been created between the Customer and such OEM and/or Vendor.

- 4.2** The Customer shall not commit nor attempt to commit any act or omission with directly or indirectly:
  - 4.2.1** Damages in any way Bytes' technical infrastructure or any part thereof;
  - 4.2.2** Impairs or precludes Bytes from being able to provide the Services in a reasonable and business-like manner;
  - 4.2.3** Constitutes an abuse or malicious misuse of the Services or is calculated to have the abovementioned effect. In such an event, should Bytes incur expenses to remedy the situation, Bytes reserves the right to charge the Customer the amount necessary to cover Bytes' additional expenditure. Notwithstanding the above, Bytes reserves the right to take any other appropriate action it may deem necessary to remedy the situation.
- 4.3** The Customer is prohibited from selling, reselling or otherwise dealing with the Services in any manner whatsoever. Without limitation to the foregoing, any consideration which the Customer may receive whilst acting in breach of this prohibition shall be forfeited to Bytes.
- 4.4** The Customer is prohibited from allowing any person other than its employees or other authorised parties, access to Services through any of the Customer's equipment, personnel and/or address.
- 4.5** The Customer is prohibited from modifying any equipment (including but not limited to router equipment) utilised by the Customer to receive any of the Services, in any way whatsoever, including the changing of any of the setting of the equipment.
- 4.6** The Customer may at any time not use the Services in contravention of any South African law. In particular, the Customer undertakes to familiarise itself and ensure that it is kept continuously appraised of all South African law in force from time to time which has any bearing on the Services and/or its use. The Customer acknowledges that Bytes has no obligation to assist the Customer in this regard.
- 4.7** **BytesNet Services:** If the Services include Hosting Services to be provided to the Customer by Bytes, the Customer hereby agrees to provide Bytes, on a monthly basis, with a report containing the following information:
  - 4.7.1** Complete and accurate information of the servers to be hosted or upgraded on the BytesNet infrastructure including, but not limited to:
    - 4.7.1.1** the server's role and purpose i.e. what it will be used for; and
    - 4.7.1.2** the licenses which will be used on the server/s including, but not limited to, Windows Operating System, SQL, Exchange etc.
  - 4.8** If the Customer does not have the required licenses as mentioned in clause 4.7.1.2 above, Bytes will be entitled to invoice the Customer for the unlicensed products for which the Customer will be liable for in terms of clause 3 of this Agreement.
  - 4.9** If the Customer indicates that it has the required licenses as mentioned in clause 4.7.1.2 above, the Customer shall provide Bytes, within 7 days from Bytes' request, with the following information:
    - 4.9.1** A completed "Microsoft License Mobility through Software Assurance form"

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- 4.9.2** Upon validation by Microsoft of the verification form above and any other form required by Microsoft, proof that the claimed licenses are not being used in the Customer's environment and are available for allocation in the Bytes Hosted environment for the Customer's Virtual Machines ("VM's").
- 4.10** In the event of a failure by the Customer to provide Bytes with the necessary information requested in clause 4.9 above, and any further information Bytes deems fit, as well as failure to pay for the licenses as per clause 4.8 above, Bytes at its absolute discretion, suspend the operation of the Customer's VMs without further notice to the Customer and levy any applicable penalties for failure to properly report.
- 4.11** Notwithstanding the Customer's responsibility contained in clause 4.7 above, Bytes will be entitled to access the Customer's environment, by providing the Customer with prior written notice, to enable Bytes to validate the information provided by the Customer in terms of clause 4.7 above.
- 4.12** Should Bytes exercise its right in terms of clause 4.11 above, and determine that the report provided by the Customer in terms of clause 4.7 is inaccurate and that the Customer is "under-licensed", Bytes will invoice the Customer in terms of clause 4.8 above, or alternatively request the necessary information in terms of clause 4.9.
- 4.13** The Customer, by accepting these Terms and Conditions, furthermore agrees to use the Software in accordance with the various Vendor EULA and Product Use Rights.

## **5 BYTES RESPONSIBILITIES**

Bytes will perform the services in a timely and professional manner and in accordance with best practice applicable in the information technology industry.

## **6 CONFIDENTIALITY**

- 6.1** All Bytes staff is bound by a professional obligation not to disclose to a third party any information confidential to the Customer. The recipient of the information contained in this document, a quotation or order agrees to receive the information in confidence and to keep the information in confidence using the same degree of care as is used by the recipient to protect its own confidential information but in no event less than a reasonable degree of care. The recipient agrees to use such information only for the purposes of exercising its rights and fulfilling its obligations under this agreement.

## **7 INTELLECTUAL PROPERTY**

- 7.1** Bytes retains all copyright and other intellectual property, including moral rights in all utilities, software, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data or other materials provided, created or developed by Bytes either before or during the rendering of services or the supply of products by Bytes.
- 7.2** Where Bytes does development work at the specific request of and/or under the control of the Customer, ownership in such developed work will only pass to the Customer when Bytes has received full and final payment in respect thereof.

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**7.3** Bytes further reserves the right, where fees have been invoiced and payments are outstanding, to exercise a lien in respect of those outstanding fees over any processes implemented, infrastructure, products and other solutions including any documentation relating thereto, which has been delivered to the Customer.

## **8 OWNERSHIP**

Ownership of the products sold to the Customer shall only pass once payment of such products has been made to Bytes in full. Risk of loss and damage in the products shall pass to the Customer upon delivery of the products in accordance with the agreed delivery terms (whether or not under the relevant Incoterms).

## **9 INDEMNITY**

**9.1** The Customer hereby unconditionally and irrevocably indemnify Bytes and agree to indemnify and hold Bytes harmless against all losses, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whenever arising, suffered or incurred by Bytes as a result of any claim instituted against Bytes by a third party as a result of, without limitation:

**9.1.1** incorrect reporting in terms of clause 4.7 above;

**9.1.2** the Customers use of Bytes services or goods other than as allowed or prescribed in this Agreement; and

**9.1.3** any other cause whatsoever relating to this Agreement or the provision of services or goods to the Customer where the Customer have acted wrongfully or failed to act when the Customer had a duty to so act.

## **10 LIMITATION OF LIABILITY AND WARRANTY**

**10.1** Except as otherwise expressly provided herein to the contrary, Bytes will, in no event, be liable to the Customer or any third party for any loss or damage of whatsoever nature and/or however arising (including consequential, or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims, demands of any nature, whether asserted against Bytes or against the Customer by any party, arising directly or indirectly out of the Services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.

**10.2** Subject to clause 10.1 above, the entire liability of Bytes and the Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or delict, will not exceed the aggregate fees and charges paid by the Customer under this Agreement for the period of 12 (twelve) months preceding the Customer's written notice to Bytes in respect of such claim.

**10.3** The Customer hereby indemnifies Bytes against and holds Bytes harmless from any claim by any third party arising directly or indirectly out of access to or use of the Services or information obtained through the use thereof or in respect of any matter for which the liability of Bytes is excluded in terms of clause 10.1 above.

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- 10.4** Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time, and all liability on the part of Bytes of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded, and the provisions of clause 10.1 above shall apply mutatis mutandis to such exclusion. Should the provision of the Services be suspended by Bytes for the purpose aforementioned for a period in excess of 48 (forty-eight) consecutive hours, Bytes shall give the Customer credit in an amount which represents a pro rata portion of the Customer's basic monthly subscription fee for the month during which the said suspension occurred.
- 10.5** Where the Services provided include Hosting Services, then, notwithstanding anything to the contrary contained in this Agreement, Bytes reserves the right in its absolute discretion and after the receipt by Bytes of any complaint from any governmental department, or any other third party (including but not limited to any Internet industry body or any other organisation) that the Customer's web site contains information that infringes against any third party's rights in terms of the Constitution of the Republic of South Africa, the Electronic Communications and Transactions Act, any other legislative enactment or regulation in force from time to time, or is defamatory in nature, to immediately give written notice to the Customer of Bytes' intention to remove the offending information or any portion thereof from the Customer's web site. Should such offending information not be removed from the web site by the Customer within 24 hours of written notice to that effect, Bytes shall be entitled to immediately remove the offending information or any portion thereof from the Customer's web site, or where it is not possible to remove such content, to terminate the Hosting Services of the Customer. Any removal or termination by Bytes shall in no way constitute a breach by Bytes of this Agreement.
- 10.6** **BYTES SHALL, INSOFAR AS RELEVANT, PASS THROUGH ALL HARDWARE AND/OR SOFTWARE WARRANTIES RECEIVED FROM THIRD PARTY ORIGINAL EQUIPMENT MANUFACTURERS, LICENSORS OR AUTHORISED DISTRIBUTORS OF THE PRODUCTS, TO THE CUSTOMER. BYTES DISCLAIMS ALL OTHER WARRANTIES IN RELATION TO THE PRODUCTS INCLUDING AS TO FITNESS FOR PURPOSE OR MERCHANTABILITY, INSOFAR IT IS ENTITLED TO DO SO BY LAW.**

## **11 NON SOLICITATION**

- 11.1** The Customer and Bytes undertake to the other of them that during the course of this agreement and for a period of 12 (twelve) months following its conclusion it will not:
- 11.1.1** solicit or entice away any employee of Bytes or the Customer respectively who was actively involved in connection with this agreement; and
  - 11.1.2** employ any such person or engage them in any other way.
- 11.2** In the event of a breach of the terms of this undertaking, the Party in breach will pay on demand, a sum equivalent to 30% of the total annual remuneration package of the employee concerned during the 12 (twelve) months prior to the breach occurring, to the other Party, as pre-estimated and liquidated damages.

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## 12 REQUIRED STANDARDS AND PRINCIPLES OF ETHICAL BUSINESS CONDUCT

**12.1** Allied Electronics Corporation Limited (“Altron”) the ultimate holding company of Bytes, adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its subsidiaries, as well as suppliers, customers and stakeholders of the Altron group, in their interaction with the Altron group, to adhere to similar principles.

**12.2** The Customer is referred to the following documents that can be viewed on Altron’s public internet website at *www.altron.com*:

- The Altron Corporate Compliance policy
- The Code of Ethics for the Altron Group
- The Corporate Gifts and Entertainment Policy for the Altron Group
- The Altron Anti-Corruption and Economic Crime Policy
- The Altron Human Rights and Labour Conditions Policy.

**12.3** The Customer confirms that it has read and that it understands the above mentioned policies and that it fully subscribes to the principles of lawful and ethical business conduct as are expressly or implicitly dealt with in the said policies. For the sake of clarity, the relevant principles are summarized as follows:

- Fair competition and avoidance of anti-competitive conduct
- Integrity in business dealings – no corruption or bribery
- Sustainability – no inappropriate risks for human and the environment
- Equal opportunities in securities trading – no insider trading
- Proper record keeping and accurate financial reporting – no deception
- Fair and respectful working conditions – no discrimination
- Respecting the legal rights of others – no infringement of intellectual property rights
- No conflicts of interest between business and personal rights
- Cooperation with the authorities – no misinformation
- Compliance with laws, regulations, rule and standards, in South Africa and elsewhere
- Observance of ethical obligations without causing harm to others other than by fair commercial competitive practices
- Not to supply defective or dangerous products
- Not to improperly induce or influence someone by the provision of gifts, entertainment or other gratification
- To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct
- To respect human rights and to uphold fair labour practices – no abuse of basic human rights or unfair labour practices (including child and forced labour).

**12.4** The Altron group distances itself from any conduct that deviates from the principles referred to in clause 12.3 and it reserves its rights not to deal with any party whose conduct is contrary to these principles. Bytes therefore hereby reserves the right to terminate this agreement forthwith in the event that any information comes to its attention which causes it to conclude in its sole opinion, that in its conduct towards Bytes in terms of or in connection with this agreement the Customer has engaged in an act or omission which constitutes a material breach or disregard of the above mentioned principles of lawful and ethical business conduct. Such termination shall be justified

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and lawful and shall not be capable of giving rise to any damages claims against or any other liability for Bytes.

### **13 FORCE MAJEURE**

- 13.1** Bytes shall not be liable for non-performance under this Agreement to the extent to which the non- performance is caused by events or conditions beyond the control of Bytes, provided that Bytes makes all reasonable efforts to perform.
- 13.2** It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of Bytes and the force majeure provisions shall apply:-
  - 13.2.1** an ECNS and/or third party service provider fault that affects the Services; and/or
  - 13.2.2** the non-performance, inability to perform or delay in performance by the ECNS provider or any supplier relating to the provisioning of equipment, services and/or facilities to Bytes that affects the Services; and/or
  - 13.2.3** acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts or war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm, earthquake or fire.

### **14 BREACH AND TERMINATION**

- 14.1** Either party may terminate this Agreement upon expiration of the initial period term by written notice delivered at least 90 (ninety) days prior to the expiration of that term.
- 14.2** After expiry of the initial term (as specified on either the Agreement, Application form or the Schedule relative to the service), either party may terminate this agreement giving 90 (ninety) days written notice.
- 14.3** Notwithstanding suspension of the Services or termination of this Agreement, the Customer shall pay Bytes all outstanding amounts in respect of the Services rendered during the duration of this Agreement.
- 14.4** If the Customer hereto:
  - 14.4.1** breaches any of the terms or conditions of this Agreement and fails to remedy such breach or pay such amount, as the case may be, within 7 (seven) days after the receipt of written notice from Bytes;
  - 14.4.2** does not comply with the AUP;
  - 14.4.3** commits any act of insolvency;
  - 14.4.4** endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice Bytes' rights hereunder or at all;
  - 14.4.5** allows any judgement against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or

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- 14.4.6** is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestrated or voluntarily surrendered;
- 14.5** Bytes shall have the right, without prejudice to any other right which it may have against the Customer, to:
  - 14.5.1** suspend or terminate the Service/s;
  - 14.5.2** treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the Customer until the Customer has remedied the breach; and/or
  - 14.5.3** cancel this Agreement; in any event without prejudice to Bytes' right to claim damages.
- 14.6** The Customer shall be liable for all costs incurred by Bytes in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.
- 14.7** Subject to what is set out in Clause 14.4.1 above, Bytes shall be entitled to suspend the provision of the Services where the Customer breaches any provision of this Agreement or where any payment to Bytes is overdue by more than 30 (thirty) days.

## **15 EFFECTS OF TERMINATION**

- 15.1** Customer data and backups will not be available after the termination date, and there is no obligation on Bytes to provide data or retain dated after the termination date.
- 15.2** If the Customer requires Bytes to extract data, the storage must be provided by the Customer and will be charged at Bytes' then current rate.

## **16 PRIMA FACIE PROF**

- 16.1** A certificate signed by a director or manager of Bytes as to the existence and the amount of the Customer's indebtedness to it, shall be prima facie proof of the contents and correctness thereof for all purposes, including any application for default or summary judgment in any competent court or in respect of any collection charges by a collection agent or attorney appointed by Bytes.
- 16.2** A signed delivery note shall constitute prima facie proof that the services and/or products have been supplied and delivered to the Customer, whether signed by the Customer, an employee, an agent or representative of the Customer.

## **17 NON WAIVER**

No extension of time or any other relaxation of indulgence granted by either Party ("grantor") to the other Party shall operate as, or be deemed to be a waiver by the grantor of any of its rights the relevant provision of this agreement or of any other provision.

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**18 GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the South African Courts.

**19 COSTS**

In the event that Bytes institutes legal action against the Customer for whatsoever reason, then the Customer undertakes to pay the legal costs of Bytes on the scale as between attorney and Customer.

**20 WHOLE AGREEMENT**

This agreement, as referred to in clause 21, constitutes the entire agreement between the parties with respect to its subject matter, and no variation, addition, deletion, consensual cancellation or amendment to any term or condition hereof shall be valid or binding on Bytes or the Customer unless reduced to writing and signed by an authorised representative of both parties. All and any terms, conditions, representations or warranties contained in or on an order or quotation in addition to or in conflict with these terms and conditions shall be null and void and not form part of this agreement.

**21 BINDING AGREEMENT**

Customer agrees that, by placing its order in whatever medium or form including by way of hand delivery, post, facsimile, email, electronic data exchange or electronic data message and whether or not on the Bytes digital portal referred to in clause 1.11, a binding agreement shall come into force and effect, based on these terms and conditions, the quotation and the order (and no other terms and conditions) between Bytes and the Customer with respect to the subject matter of these terms and conditions, subject to clause 20 and provided its credit application was successful.

**22 NON EXCLUSIVITY AND INDEPENDENT CONTRACTORS**

**22.1** There shall be no exclusivity between the Parties and the Customer and Bytes may conclude agreements for the procurement and sale of products and services not forming the subject matter of this agreement from any third party without restriction.

**22.2** The Parties are and shall at all times be independent contractors vis-à-vis each other in relation to this agreement and neither Party shall be authorised to act as the agent or representative of the other Party in any way whatsoever or to bind the other Party by any means.

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**23 SIGNATURES**

**For and on behalf of BYTES SYSTEMS INTEGRATION a Division of ALTRON TMT (Pty) Ltd**

**THUS DONE AND EXECUTED AT** \_\_\_\_\_ **on** \_\_\_\_\_ **20** \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Being Authorised in his Capacity as \_\_\_\_\_

**For and on behalf of COMPANY NAME**

**THUS DONE AND EXECUTED AT** \_\_\_\_\_ **on** \_\_\_\_\_ **20** \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Being Authorised in his Capacity as \_\_\_\_\_

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