1. SEON Standard Terms

A.   SEON South Africa (Pty) Ltd **(the "Service Provider")**, a company registered in the Republic of South Africa with registration number 2018/083919/07, has developed a software as a service **("SaaS")** solution integrated with certain software applications and a platform which it makes available to its Customers on a subscription basis for the purpose of managing and improving emergency response times.

B.   The Service Provider aims to provide Customers with a fully integrated subscription-based Service that will enable Customers to manage and improve their emergency response times to their Links. The SEON Platform and all its Value-Added Services are fully integrated through API technology and allows for a seamless user experience.

C.   The Customer wishes to use a portion or all the Service Provider's Services in its business operations as indicated on the SEON SLA Signature Page.

D.   The Service Provider has agreed to provide, and the Customer has agreed to take and pay for the Service Provider's Services subject to the terms and conditions of this Agreement.

1.   Interpretation

The headings of the clauses in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation, nor modify or amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention appears-

1.1   Words importing-

1.1.1   any one gender includes the other gender;

1.1.2   the singular includes the plural and vice versa; and

1.1.3   a natural person includes juristic persons (corporate or unincorporated) and vice versa.

1.2   A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3   References to clauses, and annexures are to the clauses and annexures of this Agreement.

1.4   If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

1.5   When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day.

1.6   The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

1.7   The rule of construction that an agreement shall be interpreted against the party responsible for its drafting or preparation shall not apply.

1.8   The terms of the signed proposal **("Proposal")** are hereby incorporated into this Agreement, in the event that there is a conflict between this Agreement and the Proposal the provisions of this Agreement shall apply.

2. Definitions

2.1 The definitions and rules of interpretation in this clause apply in this agreement.

2.1.1 **"AFSA"** means the Arbitration Foundation of Southern Africa;

2.1.2 **"Agreement"** means this Agreement;

2.1.3 **"Automated Billing Value Added Service"** means the ability of the SSP to capture on the SEON Platform a choice of desired payment method (Debit Order, EFT or Credit Card); and; monthly automated invoice and statement generation, on behalf of Customers and reconciliation of payments on a monthly basis.

2.1.4 **"Authorised Users"** means the Customers or, Customer Administrators authorised to utilise the SEON Platform as applicable in the specific context;

2.1.5 **"Confidential Information"** means information that is proprietary or confidential which, information the receiving Party knows or reasonably should have known is of a proprietary or confidential nature;

2.1.6 **"Control Room Software or CRS"** means the software subscribed to by the Customer for use in a Customer control room to manage Link response alerts;

2.1.7 **"CPI"** means the average year-on-year percentage change in the Consumer Price Index for all urban areas as published in the Statistical News Release compiled by Statistics South Africa (or its successor in title) for the preceding 12 (twelve) months;

2.1.8 **"Customer"** means the security service provider, providing security and armed response services to its Links making use of some or all of the Service Provider Services as contemplated in 2.1.24;

2.1.9 **"Customer Administrator"** means those individuals who are authorised by the Customer to use the Services related to the updating of Customer Data on the MIS system;

2.1.10 **"Customer Application"** means the SEON application that a Link can download and subscribe to from either the Android or Apple App stores onto their personal mobile devices.

2.1.11 **"Links"** means each of the individuals to whom the Customer provides a security response service. Each Link has the option to subscribe to the Customer Application as set out in clause 2.1.10;

2.1.12 **"Link Data"** means the data inputted by the Customer, Customer Administrators, or the Service Provider on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, and includes (without limitation) Personal Information of the Customer's links;

2.1.13 **"Documentation"** means the document made available to the Customer by the Service Provider online via www.seon.group or such other web address notified by the Service Provider to the Customer from time to time which sets out a description of the Services and the user instructions for the Services;

2.1.14 **"Initial Subscription Term"** means 1 (One) month;

2.1.15 **"Intellectual Property Rights"** means all the rights in and to Intellectual Property including (without limitation) the rights in and to trademarks, service marks, trade names, domain names, logos, get-up, patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, rights in respect of any new or existing compilation of any data or information not covered under any existing copyright, any structured analysis, reports, application and any resulting know-how, use or any other results originating or following from or as a consequence of data being made available

in respect of any of the aforementioned or part thereof, and all similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, as well as any Confidential Information or processes relating to that subject matter;

2.1.16 "**Management Information System or MIS"** means the database on which Customer Administrators will input relevant Link Data, relevant Link Data will be captured onto the Customer database, the Service Provider will collect the data on a daily basis from the Customer via a CSV file, the Customer is responsible for the accuracy of the Link Data and hold the Service Provider, its Directors and affiliates and Third Party Service providers harmless against any claims by the Links;

2.1.17 **"Party"** means either the Service Provider or the Customer, and "Parties" means both;

2.1.18 **"Personal Information"** has the meaning ascribed to it in the Protection of Personal Information Act 4 of 2013 **("POPI"),** and any applicable law in South Africa and/or in any other jurisdiction where the Services are provided and/or used;

2.1.19 "**Responder Application"** means the software used by the Customer or Administrators by its response officers enabling the Customer to respond to a Link alarm or other emergency;

2.1.20 **"Renewal Period"** means the period described in clause 14.1;

2.1.21 **"SEON Platform"** means a combination of the Responder Application, the Customer Application, the Control Room Software, the Management Information System and Value Added Services;

2.1.22 **"SMS Value Added Service"** means a Third-Party Service that enables the Customer Administrators or Customers to manage their communication with their Links for the management of receiving and transmission of short messaging services to one or more mobile cellular telephones. Customers will at all times be responsible for the content of mobile message communications and must adhere to the industry code of conduct as prescribed by WASPA;

2.1.23 **"Start Date"** means the date on which this Agreement will come into force and effect;

2.1.24 **"Services"** means the subscription services provided by the Service Provider to the Customer under this Agreement inclusive of the SEON Platform and Value-Added Services purchased by the Customer, as the specific context requires;

2.1.25 **"Software"** means software applications provided by the Service Provider as part of the Services;

2.1.26 **"Subscription Fees"** means the subscription fees payable by the Customer to the Service Provider for each Subscription as set out on the SEON SLA Signature Page or Proposal;

2.1.27 **"Subscription Term"** means the Initial Subscription Term together with any subsequent Renewal Periods;

2.1.28 **"Subscriptions"** means the Customer, Administrator and Link subscriptions purchased by the Customer pursuant to clause 9.1;

2.1.29 **"Technical and Maintenance Management Value Added Service"** means a Third-Party Service that enables the Administrators or Customers to log requests for the management of job cards for new alarm installations and/or maintenance requests on existing systems installed by Links;

2.1.30 **"Third Party Service Provider"** means the third parties that the Service Provider obtains services and support from in the execution of its Services;

2.1.31 **"Virus"** means a device or thing (including any software, code, file or program)

which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2.1.32 **"Voice over Internet Protocol or VoIP Value Added Service"** means the delivery of voice communications over the Internet. Customers utilising the VoIP Value Added Service are required to have a fibre connection with a minimum speed of 50Mb per second. The VoIP Value Added Service excludes all hardware installations and maintenance as well as initial setup costs which will be invoiced separately.

3. **Customer Administrator Access**

3.1 Subject to the Customer purchasing the Subscriptions in accordance with the terms and conditions of this Agreement, the Service Provider hereby grants Authorised Users a non-exclusive, non-transferable right to permit the Authorised Users to use the SEON Platform during the Subscription Term solely for the Customer's internal business operations.

3.2 In relation to the Authorised Users, the Customer undertakes that:

3.2.1 it will not allow login credentials provided in terms of the SEON Platform to be used by more than one individual Authorised User;

3.2.2 each Authorised User shall keep a secure password for his use of the Services and Documentation;

3.2.3 it shall maintain a written, up to date list of current Authorised Users; and

3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.3.2 and the Service Provider reserves the right to disable the Customer's access to any material that breaches the provisions of this clause.

3.4 The Customer shall not:

3.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:

3.4.1.1 and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

3.4.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

3.5 The Customer shall prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, shall promptly notify the Service Provider.

4. **Services**

4.1 The Service Provider shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

4.2 The Service Provider shall use commercially reasonable endeavours to make

the Services available 24 hours a day, 7 days a week.

4.3   The Service Provider will, as part of the Services related to the SEON Platform, provide, 24 hours Support;

5.   **Third party providers**

5.1   The Customer acknowledges that the Services may enable or assist it to correspond with, and use Value Added Services from, Third Parties via third-party websites and that it does so solely at its own risk.

5.2   The Service Provider shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party websites, infrastructure, additional integrations, or any transactions completed, and any contract entered into by the Customer, with any such third party.

5.3   The Service Provider does not endorse or approve any third-party website, nor the content of any third-party website made available via the Services.

6.   **Service provider's obligations**

6.1   The Service Provider undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2   The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Service Provider's instructions, or modification or alteration of the Services by any party other than the Service Provider or the Service Provider's duly authorised contractors or agents.

6.3   If the Services do not conform with the undertaking in clause 6.1, the Service Provider will use all reasonable commercial endeavours to correct any such non-conformance immediately until rectified.

6.4   Notwithstanding the foregoing, the Service Provider:

6.4.1   does not warrant that the Customer's use of the Services will be uninterrupted or error-free; and

6.4.2   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities.

6.5   The Service Provider warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7.   **Customer's obligations**

The Customer shall:

7.1   provide the Service Provider with:

7.1.1   all necessary co-operation in relation to this Agreement; and

7.1.2   all necessary access to such information as may be required by the Service Provider;

7.2   comply with all applicable laws and regulations with respect to its activities under this Agreement;

7.3   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement; and

7.4   be solely responsible for procuring and maintaining appropriate and fit for purpose network connections and telecommunications links from its systems to the SEON Platform and for any of the Value-Added Services.

7.5   As it relates to the Short Message Service Value Added Service, the Customer agrees, by signing this Agreement, to be bound by the undertakings and warranties governed by the usage policy and code of conduct of the Wireless Application Service Provider Association

("WASPA") The usage policy can be found at this URL: https://waspa.org.za/wp-content/uploads/2022/03/WASPA-Code-of-Conduct-17.1-clean-version.pdf. The Customer hereby indemnifies the Service Provider against any infringements related to the content violations in terms of the Short Message Service Value Added Service.

7.6 As it relates to the Automated Billing Value Added Service the Customer undertakes to ensure that it obtains an irrevocable mandate from each Link . The SSP indemnifies SEON and its affiliates, directors, agents or any of its employees against any claims from Links or other third party service providers with respect to any debit order or any other mandate not obtained by the SSP

8. Customer Credit Checks

8.1 This Agreement is contingent upon the Customer and its directors consenting to a credit check by SEON. SEON may refuse to provide Services if the Customer's credit rating is deemed insufficient.

8.2 The Customer agrees to credit searches on itself and its directors, including the signatory, both now and in the future.

8.3 The Customer's personal information will be processed by a credit bureau and SEON agents for credit checks, in compliance with Data Protection Legislation.

8.4 The Customer indemnifies SEON against any consequences of credit checks conducted for this application.

8.5 If the Customer fails to meet their obligations, SEON may report this to a credit bureau, affecting the Customer's credit score.

8.6 SEON may immediately cease Services if a negative credit report is received.

9. Charges and payment

9.1 The Customer shall pay the Subscription Fees to the Service Provider for the active Links on the Customer Database. The Customer Database will be reconciled every 6 (six) months commencing at the end of the Initial Period and the Subscription Fees will be adjusted accordingly.

9.2 The Service Provider shall invoice the Customer for the Subscription Fees on the last day of each calendar month.

9.3 The Customer shall make payment to the Supplier of any amount due under this Agreement within 7 (seven) days of receipt of an invoice from the Service Provider.

9.4 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax (VAT).

9.5 If the Service Provider has not received payment within 10 (Ten) days after the due date contemplated in clause 9.3

9.5.1 the Service Provider may charge interest at a rate of 2% plus prime based on the interest rate published by ABSA bank;

9.5.2 in the event that the Customer disputes the reconciliation of active Links as contemplated in clause 9.1 the Customer will provide the Service Provider with irrefutable proof of the number of active Links within 5 business days of the invoice being issued, in the event that there is no agreement between the parties on the number of active Links the Service Provider reserves the right, at its sole discretion to disable the Customer's access to the SEON Platform.

9.5.3 In the event of the Customer defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Customer.

10. Intellectual property

10.1 The Customer acknowledges and agrees that the Service Provider and/or its licensors own all Intellectual Property Rights in and to the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other Intellectual Property Rights, or licences in respect of the Services or the Documentation.

11. Data privacy and protection

11.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

11.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Service Provider to use reasonable commercial endeavours to restore the lost or damaged Customer Data.

12. Confidentiality

12.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

12.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

12.1.2 was in the other Party's lawful possession before the disclosure;

12.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

12.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence; or

12.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

12.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

12.3 Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access, is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

13. Limitation of liability

13.1 To the extent permitted by applicable law, regardless of the form (whether in contract, delict or any other legal theory) in which any legal action may be brought, each Party's maximum liability for direct damages for anything giving rise to any legal action shall be an amount equal to the total Subscription Fees or payable by the Customer to the Service Provider in respect of this Agreement. This maximum amount shall be an aggregate amount for all claims arising out of this Agreement during any 12 month period.

13.2 To the extent permitted by applicable law, in no event shall either Party or its personnel be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including, without limitation, loss of profits, loss of goodwill, damages relating to lost or damaged data or software, loss of use, damages relating to downtime or costs of substitute products) arising from this Agreement.

13.3 The limitations contained in this clause shall not apply to:

13.3.1 any breach by a Party of the other Party's Confidential Information, Personal Information or Intellectual Property;

13.3.2 a Party's indemnification obligations under this Agreement;

13.3.3 any loss of or damage to any property or injury to or death of any person which arises from a Party's negligence; or

13.3.4 any direct loss of or damage to any property of Links as a direct result of the failure of the SEON Platform; or

13.3.5 damages arising from a Party's willful misconduct (including theft, fraud or other criminal act).

14. Term and termination

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14 commence on the Start Date and shall continue for the Initial Subscription Term and thereafter this Agreement shall be automatically renewed for successive periods of 12 months at a time **(each a "Renewal Period"),** unless:

14.1.1 either Party notifies the other Party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, as the case may be; or

14.1.2 otherwise terminated in accordance with the provisions of this Agreement.

14.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement without liability to the other if:

14.2.1 the other Party commits a breach of any of the material terms of this Agreement and fails to remedy that breach within 10 days of that Party being notified in writing of the breach; or

14.3 Should either Party:

14.3.1 commit a material breach of this Agreement and fail to remedy the breach within 30 (thirty) calendar days of having been called on in writing by the other Party to do so;

14.4 fail to pay any invoice that is more than 60 (sixty) calendar days outstanding and is not the subject of a *bona fide* dispute between the Parties;

14.5 effect or attempt to effect a compromise or composition with its creditors;

14.6 be provisionally or finally liquidated, or receivership, commence business rescue proceedings or the equivalent of any of the foregoing; or

14.7 cease to carry on its business in the ordinary course.

14.8 On termination of this Agreement for any reason:

14.9 then the aggrieved Party may, in its discretion and without prejudice to its rights in this Agreement or in law, terminate this Agreement on written notice to the defaulting Party, in which event termination shall be without prejudice to, and shall not constitute a release or waiver of, any claims which the aggrieved Party may have for damages against the defaulting Party occasioned by the termination of this Agreement;

14.10 all licences granted under this Agreement shall immediately terminate.

14.11 The expiry or termination of this Agreement shall not affect the enforceability of the terms which are intended to operate after such expiry or termination.

14.12 Any termination pursuant to this clause 15 shall be without prejudice to any claim which either Party may have in respect of any prior breach of this Agreement by the other Party.

15. Force majeure

15.1 The Service Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, failure of a utility service or transport or telecommunications network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm provided that the Customer is notified of such an event and its expected duration.

16. Dispute resolution

16.1 In the event of there being a dispute of difference between the Parties arising out of this agreement the aggrieved Party shall notify the other Party of the dispute. Two senior executives of the Parties (or their delegates) shall meet within 3 (three) days of the notification of the dispute and aim to resolve the dispute through good-faith negotiation.

16.2 With the exception of disputes relating to payments outstanding from the Customer that will be dealt with in respect of clause 16.1 and 23.2, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of South Africa

16.3 Notwithstanding the foregoing, the Parties agree to submit voluntarily to a mediation or dispute resolution process before initiating any litigation or arbitration regarding the validity of this contract or any claims for damages. The Parties shall mutually agree upon a mediator or dispute resolution entity. Participation in mediation or dispute resolution does not waive

any right to legal recourse in the event that a satisfactory conclusion is not reached.

16.4 This clause shall not preclude either Party from seeking interim relief from a court of competent jurisdiction, where such relief is necessary to protect that Party's interests pending completion of the mediation or dispute resolution process.

17. Waiver

17.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

17.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18. Severance

18.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

19. Entire agreement

19.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2   Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

20.   **Assignment**

20.1   The Parties shall not, without the prior written consent of the other Party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21.   **Notices**

21.1   Each of the Parties chooses their respective addresses set forth in clause on the SEON SLA Signature Sheet for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement.

22.   **Certificate**

22.1   Save as may be expressly provided to the contrary elsewhere in this agreement, a certificate signed by any manager of SEON as to the existence and amount of the indebtedness of the Customer to SEON at any time, as to the fact that such amount is due and payable, in the absence of manifest error, be –

22.1.1 prima facie proof of its contents and of their correctness for all purposes; and

22.1.2 valid as a liquid document for purposes of any provisional sentence, summary judgement or other proceedings instituted by SEON against the Customer.

23.   **Governing law and jurisdiction**

23.1   This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of South Africa.

23.2   In terms of section 45(1) of Magistrates' Courts Act 32 of 1994, the Parties consent to the Jurisdiction of the district and regional Magistrates' Courts having jurisdiction in terms of section 28 of the Magistrates' Courts Act for the purposes of a claim for the payment of any amount due to SEON in terms of this Agreement, notwithstanding that the amount, or the total of the amounts, claimed by the SEON may exceed the normal monetary jurisdictional limit of the relevant Magistrate's Court

24.   **Execution in counterparts**

24.1   This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

1.   Support and Maintenance SLA

2.   Definitions

2.1   "Business Hours" means the hours between 08h00 and 17h00 on Business Days and the hours between 09h00 and 12h00 on Saturdays, with "Non-Business Hours" referring to any period outside of the foregoing.

2.2   "Critical Support Request" means the Service is unavailable to all users, includes major bug-fixes related to the Customer's operational requirements;

2.3   "Major Support Request" means the Service, or a part thereof is unavailable to a significant number of users, includes major bug-fixes unrelated to SSP operational requirements;

2.4   "Minor Support Requests" means the Service or part thereof is unavailable to one or more users, includes minor bug-fixes:

2.5   "Resolve Time" means the maximum elapsed time from when a Support Request is logged with the Service Desk to when a Support Request is resolved.

2.6   "Service" has the meaning assigned to it in clause 2.1.23 of this Agreement;

2.7   "Service Levels" means the minimum service levels agreed in Agreement.

2.8   "Service Recovery Time" means the maximum length of time to fully recover from a Disaster.

3.   Maintenance and support services

3.1   The Service Provider shall during the term of this Agreement, provide the Maintenance and Support Services to Authorised Users subject to payment of the Subscription Fees.

3.2   The Service Provider shall notify the Customer of any upgrades, updates, enhancements and/or new releases to the SEON Platform, and shall deliver such upgrades, updates, enhancements and/or new releases within a reasonable time after such item becomes available.

3.3   As part of the maintenance and support services, the Service Provider and its Authorised Users shall be entitled to receive technical user support, including in respect of any updates to the SEON Platform. The maintenance and support services including the provision of telephonic support as well as the resolution of any user queries.

3.4   Third Party Service Providers providing Value Added Services may provide additional technical and functional support to Customers where required by Customers, at the Customer's own cost. The Service Provider will not be responsible for any maintenance and support requirements Customers may have from Third Party Service Providers whatever the reason for such a requirement.

3.5   The SEON Platform will be available for the use of Authorised users 24 hours per day 365 days per year at a level of 99.9% availability. The SEON Platform is hosted on Amazon Web Services (AWS). The Service Provider has built redundancy into its platform by hosting on three separate synchronised servers in three separate geographic locations.

4.   Support Request Service Levels

4.1   During the Term, the Service Provider shall maintain the service desk and seek to resolve all support requests as soon as reasonably possible, but not longer than within the agreed Service Levels set out below. The Service Provider shall keep its Authorised Users informed of its progress. The Service Providers shall procure that support requests are resolved within the maximum Response Time and maximum Resolve Time set out below.

4.2   The Service Provider shall assign a severity to each Support Request acting reasonably and without undue delay.

4.3   The SEON Service Desk can be contacted at the following telephone number or email address:

4.3.1   Tel: 087 250 0815

4.3.2   E-mail: ryan@seon.group

4.3.3   Web interface: www.seon.group

4.4   The Service Desk will be operational during Business Hours.

4.5   Service Desk requests will be responded to in the following manner:

4.5.1   All Critical and Major Support Requests will be resolved on a best-effort basis by the Service Provider as soon as reasonably possible from the time that an error, fault or defect is reported, the Customer and Service Provider will agree on an appropriate Resolve Time based on the severity of the Request in each instance.

4.5.2   Minor Support Requests will be resolved within 48 hours or as otherwise agreed to between the Service Provider and the Customer.

4.5.3   Where an error, fault or defect does not hinder the continued operation of an Customer technical support issues may be resolved in a subsequent general release of the SEON Platform.

4.5.4   For certain Third-Party Service Providers longer periods may be required to resolve Requests. This will be communicated to the Customers and Authorised Users where relevant and a Resolve Time will be agreed at each instance.