

MASTER SERVICES AGREEMENT

CONNECT SYSTEMS (PTY) Ltd
(Registration Number: 2017/270169/07)

Connect Systems

Reg no 2017/270169/07
VAT no 4200292888
Website www.connectsystems.tech

Telephone 021 007 3363
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Address 01 Cincaut Rd, Saxenburg Park 1, Kuils River, Cape Town, 7580



The parties are desirous to enter into a product and service provision agreement and herewith conclude their agreement as follows.

1. PRECEDENCE AND RECORDALS

- 1.1 The terms and conditions of this agreement shall supersede any other agreement concluded, discussion or undertaking between the Parties.
- 1.2 The Parties record that this agreement shall not confer any rights or obligations on either Party other than those contained in this agreement.
- 1.3 CONNECT SYSTEMS supplies professional communications equipment and services including but not limited to PTT platform access, data services, rentals, maintenance, technical support, PoC radios, DMR systems, body-worn cameras, batteries, SIMs, telecommunication and hardware.
- 1.4 The CUSTOMER is desirous to procure the products and/or services supplied by CONNECT SYSTEMS, the exact details of which are contained in the Service Schedule Form, to be completed and submitted by the CUSTOMER.
- 1.5 CONNECT SYSTEMS and the CUSTOMER herewith contract and agree that CONNECT SYSTEMS shall supply products and services as per the Service Schedule Form, the contents hereof and the terms and conditions of CONNECT SYSTEMS.
- 1.6 The CUSTOMER herewith expressly warrants they have read, understood and consider themselves irrevocably bound to the terms and conditions including its POPIA notice. A copy thereof may be found at <https://www.connectsystems.tech/>.
- 1.7 The Parties wish to formalize their service expectations and deliverables and the terms and conditions on which the services shall be rendered.

2. DEFINITIONS

- 2.1 Any reference to a gender shall include the other genders.
- 2.2 Words importing natural persons shall include created entities (incorporated and unincorporated) and vice versa.
- 2.3 Words importing the singular shall include the plural and vice versa.
- 2.4 All schedules to this agreement are incorporated and form an integral part of this agreement.
- 2.5 All prices in this agreement and Service Schedule Form are excluding VAT.

3. DURATION

- 3.1 This agreement shall commence on the date of signature by the last party hereto and shall continue as per the agreed term stipulated in the Service Schedule annexed hereto or until such time as the agreement is cancelled in terms of clause 3.2 hereunder.
- 3.2 This agreement shall continue in full force and effect until cancelled by either party by giving 3 (three) months' notice in writing. Both parties shall acknowledge the cancellation upon receipt thereof, failing which the contract shall remain in force. In the event of early termination by the CUSTOMER, the CUSTOMER shall be liable for the full outstanding contract balance.
- 3.3 The agreement shall continue past the expiry date on a "month-to-month" contract, with the CUSTOMER having to provide the Company with at least 3 months' notice of its intention to cancel.
- 3.4 The parties agree to price increases as per the service schedule, which shall set out the duration of the agreement and the services provided in terms thereof.

- 3.4 Notwithstanding 3.4 above, the Company shall be entitled, during any period, to increase the price of services, transport, parts or labour should economic circumstances and/or the exchange rate dictate accordingly. Such increase shall be communicated in writing in advance to the Client, who may request reasons for such increase.

4. SERVICES AND MAINTENANCE

- 4.1 CONNECT SYSTEMS shall provide the following services and maintenance on two-way radio and communication solutions.
- 4.1.1 Services and Maintenance as per the Service Schedule Form annexed hereto, which contains a description of the services, deliverables, timelines for service provision, fees and payment terms.
- 4.1.2 Ad hoc Service and Maintenance, which are not covered in terms of the Service Schedule and/or Service Plan which may be required by the CUSTOMER, shall be invoiced to the CUSTOMER on an as and when basis.
- 4.2 CONNECT SYSTEMS cannot and does not warrant any third-party Internet service coverage specifically by any mobile network supplier.

5. COSTS

- 5.1 The costs for Services and Maintenance shall be invoiced by CONNECT SYSTEMS directly to the CUSTOMER.
- 5.2 Should the CUSTOMER incur costs as per 4.1.2 above, CONNECT SYSTEMS shall accordingly invoice for such fees and parts, which shall be payable by the CUSTOMER within 30 days from receipt of such invoice.

6. PAYMENT TERMS

- 6.1 The Service and Maintenance fee shall be invoiced to the client directly and payable within 30 days from receipt of such invoice.
- 6.2 Any further costs or ancillary costs incurred by the CUSTOMER shall be invoiced accordingly by CONNECT SYSTEMS and payable within 30 days from receipt of such invoice.
- 6.3 Should the CUSTOMER dispute an invoice, such dispute shall be sent to CONNECT SYSTEMS within 7 days of receipt of such invoice, clearly setting out the reasons therefore. CONNECT SYSTEMS shall evaluate the reasons for the dispute and make a finding, which shall be final and binding on the parties.

7. OBLIGATIONS OF CONNECT SYSTEMS

CONNECT SYSTEMS shall:

- 7.1 Be exclusively responsible to provide Services and Maintenance to the CUSTOMER for two-way radio, related communication solutions and products as per the annexed service schedule on such dates as stipulated in the Service Schedule form or on an ad hoc basis as the CUSTOMER may require.
- 7.2 Be responsible to attend to any Service and Maintenance issue or query as soon as is reasonably practicable.
- 7.3 Perform all services and product provision in a professional and workmanlike manner, in accordance with industry standards and in compliance with the applicable laws and regulations of the Republic of South Africa.

8. OBLIGATIONS OF THE CUSTOMER

The CUSTOMER shall:

- 8.1 Exclusively allow CONNECT SYSTEMS to supply, service and perform maintenance as per the annexed Service Schedule form & related products supplied by CONNECT SYSTEMS.
- 8.2 Inform CONNECT SYSTEMS of any ad hoc assistance that may be required re supply, service and maintenance on two-way radio communication solutions and related products or services.
- 8.3 Be solely responsible to pay undisputed invoices from CONNECT SYSTEMS for any ad hoc assistance within 30 days from receipt of the relevant invoice.
- 8.4 Indemnify CONNECT SYSTEMS against any claims arising from the use of products and/or services or any CONNECT SYSTEMS provided materials

9. CHANGE IN CIRCUMSTANCES & BONA FIDES

- 9.1 If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to negotiate, in good faith, such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties. Should the parties fail to achieve such agreement, the agreement shall continue unaltered.
- 9.2 The Parties hereto undertake to in all circumstances act in and exercise the utmost Bona Fides (Good Faith) to each other, facilitating and advancing the purport and spirit of this agreement.

10. BREACH OF AGREEMENT

- 10.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.
- 10.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.
- 10.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

11. JURISDICTION

- 11.1 Both Parties consent to the jurisdiction of the Magistrates Court Cape Town in respect of any action or proceedings which may be brought against either of them by the other.

12. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

- 12.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

12.1.1 CONNECT SYSTEMS (PTY) LTD

Unit 2, Marcian Park, 1 Cincant Rd, Kuils River, Cape Town,

7580 Email: accounts@connectsystems.tech

Tel: 021 007 3363/063 795 0604

- 12.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.
- 12.2.2 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery;
- 12.2.3 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;
- 12.2.4 If sent by email, within 48 hours after the date of successful transmission of the email.
- 12.2.5 The parties hereby consent to email service of all documents and legal papers via the email addresses as provided above.

13. FORCE MAJEURE

- 13.1 Neither party shall be in breach of this agreement, where the inability to comply with any obligation is caused by Force Majeure. Force majeure shall include, but is not limited to; war, riots, civil commotion, natural physical disaster, strike or industrial action by either party's employees, any action by government or public authority, curfew, lock-down, state of disaster and circumstances wholly beyond the control of the parties.
- 13.2 Notice of an occurrence of force majeure shall be given to the other party as soon as possible, and shall include details of the event, and the likely effect it may have on either party's obligations in terms of this agreement.
- 13.3 Should either party be prevented from carrying out its contractual obligations for a continuous period of 30 (thirty) days, this agreement may, at the other party's instance, be terminated on the expiry of the 30 (thirty) day period.
- 13.4 CONNECT SYSTEMS shall be entitled during the 30 (thirty)-day period to make such temporary arrangements as may be necessary to ensure the continuous provision of the services.

14. VARIATION

- 14.1 No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

15. WAIVER

- 15.1 No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of her/its rights against the other party which may have arisen in the past or which might arise in the future.

16. GENERAL

- 16.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.
- 16.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.
- 16.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 16.4 Neither Party shall be liable for indirect, incidental, or consequential damages Total liability shall not exceed the fees paid under the applicable Service Schedule form in the preceding 12 months

17. WARRANTY OF AUTHORITY

- 17.1.1 Both parties, and the persons signing on behalf of the parties, including any amendments hereto, warrant their authority to conclude this agreement.
- 17.2 Both parties further warrant that there is nothing contrary to the Memorandum of Association, or Articles, or Founding Statement or Member's Agreement of their respective entities, which may influence, or prevent any of the provisions of this agreement from being enforced.

18. SEVERABILITY

- 18.1 If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

19. FORMALITIES

- 19.1 The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.
- 19.2 Counterparts. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

20. CONFIDENTIALITY & DATA PROTECTION

- 20.1 Each Party agrees to protect confidential information using reasonable care as per the regulations of POPIA.
- 20.2 Confidential information shall include:
 - 20.2.1 Business, technical, and financial information, trade secrets, client data, audio and visual recordings and information.
- 20.3 Exclusions include information that:
 - 20.3.1 Is publicly available, already known, independently developed or such information as may be legally required to produce.
- 20.4 These obligations survive termination for 2 years.
- 20.5 Each Party shall comply with applicable data protection laws and hold the other Party harmless against any claim in relation thereto.

- 20.6 In the event that CONNECT SYSTEMS processes personal data on behalf of Client, the Parties shall agree to enter into a Data Processing Agreement.

WHOLE AGREEMENT

- 21.1 This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

