

TERMS AND CONDITIONS

ACKNOWLEDGEMENT AND AGREEMENT

I, the Main Applicant, hereafter known as the "customer" by his/her signature below accepts the following:

- 1.1 The person signing this document warrants that he/she is duly authorized to do so, on behalf of the above party & bind the party to the terms & conditions contained in this document.
- 1.2 The customer authorises TekSupport (Pty) Ltd to use the information provided in this application form, as it may be amended from time to time, to assess Customer's risk profile to consider and approve this application or to assess it from time to time whilst the Agreement is in force. Confirm that the information stated herein is both true and correct in every aspect and represents a true reflection of my personal and in the event of a juristic person, its financial position.
- 1.3 In the event of any dispute resolution and/or the institution of legal action, the aforesaid information can and will be used, unless this information has been changed or amended in writing by yourself/ on behalf of itself.
- 1.4 Grant my consent to TekSupport (Pty) Ltd, at its sole discretion, or its assignees and/or a third party to confirm the aforesaid information either verbally, electronically and/or in writing.
- 1.5 That the aforementioned information can and will be published with a/all Credit Bureau's or Data Capturing services in the event that the account is in arrears or any term/provision or clause of the standard conditions of agreement is breached.
- 1.6 The customer agrees to supply the relevant information and documentation, as required by the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002, as amended or as replaced.
- 1.7 Any services or equipment provided to Customer outside the services covered by this Agreement shall be charged in excess and invoiced separately of the monthly rate and Invoices so provided shall be payable immediately on receipt thereof.
- 1.8 In addition to other remedies available, overdue invoices may, at TekSupport (Pty) Ltd discretion, bear a late payment charge at the rate of 26% per annum commencing on the date of invoice to date of full payment. In the event that an Invoice is 30 days overdue, TekSupport (Pty) Ltd may withhold performance hereunder without liability until such invoice is paid. In no event shall such withholding from TekSupport (Pty) Ltd extend the maintenance or service period beyond the originally scheduled Anniversary date.
- 1.9 All On-Site Maintenance and Installation Services are subject to an additional charge for travel which will be charged at the discretion of TekSupport (Pty) Ltd. Travel charges are calculated by Zones with predefined charges. Current pricing for Zones 1 to 6 are available on request by the customer.
- 1.10 TekSupport (Pty) Ltd reserves the right at its sole discretion to provide alternative goods at the prevailing prices to those ordered by the Customer should such goods be unavailable, superseded, replaced or their manufacture terminated.
- 1.11 The Customer acknowledges that all quotations, whether oral or verbal, are dependent on the prevailing rate of exchange applicable to the date and time of the quotation. Any fluctuation in the rate of exchange will immediately affect the quotation price.
- 1.12 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by TekSupport (Pty) Ltd and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of TekSupport (Pty) Ltd before acceptance of the order.
- 1.13 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by TekSupport (Pty) Ltd shall be prima facie proof that delivery of the goods was made to the Customer and are in accordance with the quality and quantity reflected thereon.
- 1.14 The risk of damage to, destruction or theft of goods shall pass to the Customer on delivery / collection of any order placed in terms of this Agreement.
- 1.15 Repair times and repair costs given are merely estimates and are not binding on TekSupport (Pty) Ltd. TekSupport (Pty) Ltd shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen costs and delayed repairs or delayed/incorrect delivery.
- 1.16 Any item handed in for repair may be sold by TekSupport (Pty) Ltd to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 1.17 Any failure or delay by TekSupport (Pty) Ltd with respect to the exercise of any rights under this agreement shall not be deemed a waiver by TekSupport (Pty) Ltd of any such rights.
- 1.18 The Customer shall be liable for payment of all costs and expenses, including attorney and own client costs, incurred by TekSupport (Pty) Ltd in pursuing of exercising any of its rights and remedies hereunder or enforcing any of the terms, conditions and provisions hereof.
- 1.19 **TERM OF AGREEMENT**
 - i. The applied for services shall commence on the date shown in Section B of this Agreement executed by both parties ("Commencement date") and shall continue on a monthly basis unless otherwise specified in this agreement.
 - ii. The applied for services may be cancelled by me/us by 1 (one) calendar months written notice and faxing it to the number on the form, but I/we understand that I/we shall not be entitled to any refund amount which have been paid while the contract was enforce if such amounts were legally owing.
 - iii. Notice given by the Customer shall only be effective if all accounts of the Customer is settled in full at the time of giving such notice.
 - iv. I/We hereby acknowledge that all outstanding invoices at TekSupport (Pty) Ltd in respect of monthly service fees, shall be charged and payable until such time as written cancellation notice is received herein, and all invoices shall be treated as though they have been signed by me/us personally.
- 1.20 **PRICES**
 - i. Prices listed in Annexure 1A and 1B, save for prices of SLA contracts, is subject to change at any time, without prior notice to the Customer, but every endeavour will be made to advise Customer of price changes as they occur.
 - ii. Services and other products not provided for in this agreement are not fixed and can be changed at any time.
- 1.21 **SERVICE EXCLUSIONS**

TekSupport (Pty) Ltd services provided hereunder does not include and in no event shall TekSupport (Pty) Ltd be responsible for:

 - i. Repair or damages or defects resulting from repairs or alterations made by any party other than TekSupport (Pty) Ltd or its authorized representative, or from accident, transportation, neglect or misuse, operation outside the specified use or area, failure of electrical power, air conditioning, humidity control, causes other than ordinary use, or failure of the telephone facilities.
 - ii. Making specification changes or performing services connected with relocation thereof or of other machines connected thereto, or adding or removing accessories, attachments or other devices.
 - iii. Performing actions or changes on equipment and software covered under the selected Service Contract not authorized by TekSupport (Pty) Ltd or its authorised representative.
 - iv. Not adhering to guidelines or regulations related to the correct operation of equipment or usage of software e.g. update of anti-virus software as set out by TekSupport (Pty) Ltd or its authorised representative.
 - v. Where malignant/malicious and unapproved software e.g. viruses and programs such as BitDefender/IncrediMail are installed by employees of the Customer and or other unauthorised parties.
- 1.22 Limited service warranty on Third party equipment and software with respect to Equipment or Software purchased from but not manufactured by TekSupport (Pty) Ltd, TekSupport (Pty) Ltd shall pass through the warranty and service terms applicable to such equipment and software and TekSupport (Pty) Ltd shall be consistent with those terms. Customer agrees to purchase proper licenses and/or services from the manufacturer or authorised distributor as necessary for compatibility and operability with the Equipment and software provided.

1.23 LIMITATION OF LIABILITY

- i. In no event shall TekSupport (Pty) Ltd be liable for any loss of data or collateral consequential, incidental, special or indirect damages, costs, lost profits, or claims of any nature whatsoever arising out of or related to the subject matter hereof.
 - ii. Except as specifically stated otherwise in this Agreement, if TekSupport (Pty) Ltd fails to perform any material obligation under this Agreement, the Customers sole and exclusive remedy shall be to terminate this Agreement by providing written notice of termination to TekSupport (Pty) Ltd. Such notice shall only be accepted if the failure on the part of TekSupport (Pty) Ltd is deemed reasonable failure to terminate and all accounts of the Customer is settled in full at the time of giving such notice.
- 1.24 Any delay or failure in performance of any obligation hereunder by TekSupport (Pty) Ltd arising out of or related to any force majeure, including, but not limited to, acts of God, Customers acts or omissions, acts of civil or military authority, priorities, fires, strikes, other labour disturbances, floods, riot, delays in transportation, inability to obtain necessary materials or components or any other cause beyond TekSupport (Pty) Ltd reasonable control, shall not be a breach hereunder.

1.25 TERMINATION

- i. TekSupport (Pty) Ltd may terminate this Agreement and any supplements hereto and its obligations hereunder prior to the expiration of the Agreement by giving notice to the Customer at any time after the occurrence of any of the following events:
 - a. Any act of insolvency by the Customer;
 - b. Customer breaches any term of this Agreement or fails to perform any of its obligations hereunder, including but not limited to payment for equipment, parts or services.
- ii. Other than as described herein, the Agreement shall not be terminated, except as may be mutually agreed in writing between both parties.
- iii. In the event of such termination, TekSupport (Pty) Ltd may exercise any or all of the remedies available by law, including, but not limited to, the right to declare any and all payments to be immediately due and payable.
- iv. In the event that maintenance and support is terminated or discontinued under this agreement, Customer may request services from TekSupport (Pty) Ltd on an as-needed basis. As-needed services will be provided at the discretion of TekSupport (Pty) Ltd pursuant to the terms, conditions, priority tagging and rates applicable to Non Contract customers.

1.26 The invalidity of any part of this Agreement shall not affect the validity of any other part.

1.27 There are no agreements, understandings, representations or warranties not expressly incorporated herein. This Agreement supersedes all proposals, all previous negotiations and all other communications, oral or written, not expressly incorporated herein.

1.28 The laws of South Africa shall govern this agreement.

1.29 The address chosen by the Customer in Section A of this Agreement shall be accepted and used as the address where the Customer and any Surety herein shall accept all legal notices, unless the Customer gives written notice to TekSupport (Pty) Ltd of his change of address.

1.30 CONDITIONS EXCLUSIVELY APPLICABLE ON SERVICE LEVEL AGREEMENT

- i. Labour during normal business hours (8am -5pm weekdays and 8am to 1pm on Saturdays) and/or after hours shall be charged at discounted tariffs, as indicated in respect to each plan, charged at TekSupport (Pty) Ltd's applicable labour rate per hour at the time.
- ii. Labour is billed per 15 minutes or part thereof of the hourly rate applicable.
- iii. No minimum or maximum monthly hours are applicable.
- iv. Minimum of 4 and a maximum of 6 hours response time for normal priority requests during normal business hours.
- v. Minimum of 15 and a maximum of 90 minutes response time for emergency priority requests during normal business hours.
- vi. Determination of request priority lies exclusively within the discretion of TekSupport (Pty) Ltd, but will take into account the severity of service interruption to the customer.
- vii. Access to telephonic support by your designated technician during normal business hours, at no extra charge.
- viii. Standard 5% discount on all hardware excluding specialized and imported products.
- ix. Standard 10% discount on all software excluding specialized and imported products.
- x. No travel charges to customers within a 30km radius, thereafter travel charged at TekSupport (Pty) Ltd's normal travel rate applicable at the time.
- xi. Remote desktop support charged at discounted labour rates applicable to each SLA Plan.
- xii. The customer will choose one designated request logger and nominate one landline and one cellular number from which technical support requests may be logged.
- xiii. Infrastructure Assessments and Upgrade Recommendations done at no extra charge.
- xiv. Priority tagging on all SLA clients' requests over non-SLA contract clients.
- xv. Emergency support calls must be specified when the request is logged and approved by the support technician.
- xvi. Unless stated otherwise in any attachment hereto the services provided shall include Standard Network, Hardware & Software Support. This does not include pre-planned projects, full infrastructure upgrades and Component assembly.
- xvii. This Agreement and the services and support provided hereunder shall commence on the date shown in Section B of this Agreement ("Commencement date") and shall continue in effect for the term of 1 (one) year and shall automatically renew each year on the anniversary of the Commencement date for an additional 1 (one) year period under the same terms and conditions, subject to price increase, unless either party provides written notice of cancellation to the other.
- xviii. The Support and Service Contract charges included in this Agreement shall remain fixed for the initial Term. Thereafter, the service charges may be increased upon written notice to the Client at least 30 (thirty) days before the Anniversary date thereof with respect to the renewal of this Agreement.
- xix. If the charges increase, the Client may upon receipt of such notice terminate the agreement within 10 (ten) days of date of such notice, in writing. Any such termination shall take effect on the Anniversary date. In the absence of such termination notice, the new charges will become effective on the date specified by TekSupport (Pty) Ltd in such notice.

SIGNED at _____ on this _____ day of _____,

As Main Applicant signing this document warrants that he/she is authorised to do so on behalf of the above party & bind the party to the terms & conditions contained in this document and not excluding TekSupport's General T&C's.