

IRONTREE INTERNET SERVICES LICENCE AGREEMENT (“AGREEMENT”)

WE ARE IRONTREE INTERNET SERVICES AND THIS AGREEMENT GOVERNS YOUR SUBSCRIPTION TO AND/OR USE OF OUR SERVICE TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS. IF YOU REGISTER FOR A FREE TRIAL, THE APPLICABLE SECTIONS OF THIS AGREEMENT SHALL GOVERN YOUR USE OF THE SERVICE DURING THE RELEVANT PERIOD. BY USING THE SERVICE, YOU ACCEPT THIS AGREEMENT. WHERE YOU ENTER THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY YOU WARRANT AND REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH LEGAL ENTITY.

WE MAY UPDATE THIS AGREEMENT FROM TIME TO TIME AND ANY CHANGES WILL TAKE EFFECT UPON NOTIFICATION OF THE UPDATED AGREEMENT TO YOU. PUBLICATION OF THE REVISED AGREEMENT ON OUR WEBSITE SHALL CONSTITUTE NOTIFICATION. YOU ARE RESPONSIBLE FOR PERIODICALLY CHECKING THE WEBSITE TO ENSURE YOU ARE AWARE OF ANY CHANGES TO THIS AGREEMENT. IN THIS AGREEMENT, WE MAY ALSO REFER TO YOU AS THE “CUSTOMER”.

THIS AGREEMENT WAS LAST UPDATED IN JULY 2020.

GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

“**Agreement**” – means this IRONTREE INTERNET SERVICES Licence Agreement and any other documents expressly referenced in these.

“**Authorised Users**” – means those employees, agents and independent contractors of the Customer who are authorised by the Customer to access and use the Solution on behalf of and for the sole benefit of the Customer.

“**Business Day**” – means Monday to Friday excluding any public holidays in South Africa.

“**Business Hours**” – means 9.00am – 5.00pm on a Business Day.

“**Confidential Information**” – means all information in any form or medium obtained by or on behalf of either party from or on behalf of the other party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it.

“**Customer Data**” – means any data inputted into the Solution by or on behalf of the Customer and/or otherwise created through use of the Solution by the Customer.

“**Data Protection Legislation**” – means any applicable law, statute, regulation or sub-ordinate legislation and all policies, codes of conduct, direction, policy rule or order issued by any regulatory body having authority over a party within South Africa that is from time to time in force, relating to personal data protection, privacy, and the processing of personal information, including

the Protection of Personal Information Act, 2013.

the Promotion of Access to Information Act, 2 of 2000; and/or

any corresponding or equivalent national laws or regulations from the date that they come into force.

“**Documents**” – means any customised documentation generated by the Solution following the input of Customer

Data into the Solution and which is based on a Template including reports and notices.

“Effective Date” – means the date the Customer clicks to accept this Agreement.

“Fees” – means the fees payable by the Customer to IRONTREE INTERNET SERVICES for the relevant Subscription Plan subscribed to by the Customer, as set out on the Website and/or otherwise notified by IRONTREE INTERNET SERVICES to the Customer and as may be amended by IRONTREE INTERNET SERVICES from time to time.

“Force Majeure Event” – means any circumstance not within IRONTREE INTERNET SERVICES reasonable control including, without limitation:

acts of God, flood, drought, earthquake, or other natural disaster.

epidemic or pandemic.

terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations.

nuclear, chemical, or biological contamination or sonic boom.

any law or any action taken by a government or public authority.

collapse of buildings, fire, explosion, or accident.

any labour or trade dispute, strikes, industrial action or lockouts; and

interruption or failure of a utility service.

“IRONTREE INTERNET SERVICES” – means IRONTREE INTERNET SERVICES CC (company no. 2006/123719/23) whose registered office is at Unit 1 Westlake Square, Westlake Drive, Westlake, Cape Town 7975, South Africa.

“POPIA” – means the Protection of Personal Information Act, 2013.

“Intellectual Property Rights” – means any and all intellectual property rights including copyright and related rights, trademarks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Liability” – means liability in or for breach of contract, tort or otherwise relating to or arising under or in connection with this Agreement.

“Personal Information” – has the meaning set out in the POPIA.

“Service” – means the subscription service provided by IRONTREE INTERNET SERVICES to the Customer under this Agreement which includes use of the Solution via the Website and as more particularly described in clause 3.

“Solution” – means the SaaS solution provided by IRONTREE INTERNET SERVICES via the Website to assist organisations with POPIA compliance.

“Subscription Plan” – means a subscription plan for the Service as described on the Website and as may be amended from time to time by IRONTREE INTERNET SERVICES;

“Subscription Term” – means a subscription term of 12 months commencing on the Effective Date and on each subsequent anniversary;

“Template” – means a template document available within the Solution and which can be customised through the input of Customer Data to create a Document;

“Term” – means the term of the Agreement as set out in clause 2;

“Virus” – means anything or device (including any solution, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer solution, 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 programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme 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;

“Website” – means the IRONTREE INTERNET SERVICES [website](#) or such other website address as notified by IRONTREE INTERNET SERVICES from time to time.

1.1 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.

1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors or permitted assigns.

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to the same as from time to time amended, extended, re-enacted or consolidated and includes any subordinate legislation for the time being in force made under it.

1.7 References to “clauses” and “Schedules” are to the clauses of, and schedules to, this Agreement.

1.8 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.9 A reference to “writing” or “written” includes in electronic form and similar means of communication.

2. TERM

2.1 The Agreement shall commence on the Effective Date and shall continue for Subscription Terms unless and until terminated in accordance with the terms of this Agreement.

2.2 Either party may terminate this Agreement upon providing not less than 30 days’ written notice to the other party, such notice not to expire prior to the end of the then current Subscription Term. In the event the Customer terminates prior to the end of a Subscription Term, the Customer shall be liable to pay the Fees for the remainder of that Subscription Term.

3. SERVICE

3.1 During the Term and subject to the terms and conditions of this Agreement, IRONTREE INTERNET SERVICES shall provide the Service.

3.2 As part of the Service, IRONTREE INTERNET SERVICES grants to the Customer a limited, non-exclusive, non-transferable and non-sub-licensable licence to access and use the Solution and the Templates for its own internal business purposes.

3.3 The Customer acknowledges and accepts that the Solution is hosted by IRONTREE INTERNET SERVICES's trusted third-party hosting service provider(s) based within the European Union.

3.4 The Agreement only permits access to the Solution by persons who are Authorised Users. In relation to the Authorised Users, the Customer undertakes that:

3.4.1 the maximum number of Authorised Users that it authorises to access and use the Service shall not exceed the number of users permitted under the Subscription Plan subscribed to by the Customer;

3.4.2 each Authorised User shall keep a secure password for his/her use of the Service and shall keep the password secure and confidential;

3.4.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to IRONTREE INTERNET SERVICES upon a written request at any time. The Customer shall notify IRONTREE INTERNET SERVICES immediately of any Authorised User that should no longer have access to the Solution and of any new Authorised User.

3.5 The Customer acknowledges and agrees that it is responsible for all acts and omissions of an Authorised User and for ensuring their compliance with the terms of this Agreement.

3.6 The Customer shall not access, store, distribute or transmit via the Solution any Viruses, or any material during the course of its use of the Service that:

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

3.6.2 facilitates illegal activity;

3.6.3 depicts sexually explicit images;

3.6.4 promotes unlawful violence;

3.6.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.6.6 is otherwise illegal or causes damage or injury to any person or property; and IRONTREE INTERNET SERVICES reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the Solution in the event of any breach of the provisions of this clause.

3.7 The Customer shall not and shall not attempt to:

3.7.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

(a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or

distribute all or any portion of the Solution (as applicable) in any form or media or by any means; or

(b) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Solution;

3.7.2 access all or any part of the Solution in order to build a product or service which competes with the Solution and/or any of the Templates;

3.7.3 use the Solution to provide services to third parties;

3.7.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Solution and/or any Templates available to any third party except the Authorised Users;

3.7.5 attempt to obtain, or assist third parties in obtaining, access to the Solution, other than as provided under this clause 3;

3.7.6 use or knowingly permit the use of any security testing tools in order to prove, scan or attempt to penetrate the security of the Solution; and/or

3.7.7 use or launch, or knowingly permit the use or launch of, any automated system, including "robots", "spiders" or "offline readers" that access the Solution in a manner that sends more messages to the Solution in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

3.8 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Solution and, in the event of any such unauthorised access or use, shall promptly notify IRONTREE INTERNET SERVICES in writing.

3.9 Access to the Solution is licensed and not sold. The Customer shall not, by virtue of this Agreement or otherwise, acquire any rights whatsoever in the Solution aside from the limited licenses granted under this Agreement. IRONTREE INTERNET SERVICES and its licensors shall retain all right, title and interest in and to the Solution and all Intellectual Property Rights in the Solution as well as any modifications or enhancements made to the Solution.

4. IRONTREE INTERNET SERVICES'S OBLIGATIONS

4.1 IRONTREE INTERNET SERVICES undertakes that the Service will be provided with reasonable skill and care.

4.2 IRONTREE INTERNET SERVICES:

4.2.1 does not warrant that the Customer's use of the Service will be uninterrupted or error-free or that the Service, Solution, Templates and/or the information obtained by the Customer through the Service, including Documents, will meet the Customer's requirements;

4.2.2 provides the Solution, the Templates and/or any Documents for facilitating administration, mapping documentation and other work related to complying with Data Protection Legislation, but POPIA is not a legal advisor and does not warrant that the Solution, the Templates and/or any Documents will meet the customer's legal or other obligations. The Customer is solely responsible for obtaining its own legal advice as to whether the Solution, the Templates and any Documents comply with the Customer's obligations under the Data Protection Legislation and other applicable laws;

4.2.3 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, including the internet, and the Customer acknowledges that the Service and the Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

4.2.4 shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for planned maintenance and unscheduled maintenance.

4.3 will, as part of the Service, provide the Customer with IRONTREE INTERNET SERVICES's standard customer support during Business Hours as further detailed by IRONTREE INTERNET SERVICES on the Website and as may be amended from time to time.

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

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall provide IRONTREE INTERNET SERVICES with:

(a) all necessary co-operation in relation to this Agreement; and

(b) all information as may be reasonably required by IRONTREE INTERNET SERVICES; in order for IRONTREE INTERNET SERVICES to provide the Service.

5.2 The Customer warrants that:

5.2.1 all user information including information regarding Authorised Users is accurate and that such information will be updated as necessary to maintain its completeness and accuracy;

5.2.2 it will comply with all applicable laws and regulations with respect to its activities under this Agreement;

5.2.3 it will ensure Authorised Users use the Service in accordance with the terms and conditions of this Agreement and the Customer shall be responsible for any Authorised User's breach of this Agreement;

5.2.4 it will establish adequate operational back-up systems and procedures to ensure recovery and continuity of its systems and operations in the event of a failure of the Solution;

5.2.5 it will ensure that its network and systems comply with the relevant specifications provided by IRONTREE INTERNET SERVICES from time to time;

5.2.6 it will use current industry standard anti-malware protection solutions to reduce the risk of passing Viruses into the Solution; and

5.2.7 it will be solely responsible for procuring and maintaining its network connections and telecommunications links.

6. CUSTOMER DATA

6.1 The Customer shall own all right, 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.

6.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for IRONTREE INTERNET SERVICES to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by IRONTREE INTERNET SERVICES. IRONTREE INTERNET SERVICES shall not be liable or responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

6.3 IRONTREE INTERNET SERVICES shall, in providing the Service, comply with its Privacy Policy relating to the privacy

and security of the Customer Data as such document may be amended from time to time by IRONTREE INTERNET SERVICES in its sole discretion.

6.4 In the event that IRONTREE INTERNET SERVICES processes any Personal Information on behalf of the Customer during performance of the Service, IRONTREE INTERNET SERVICES shall do so in accordance with the terms of the Data Processing Addendum.

7. FEES AND PAYMENT

7.1 The Customer shall pay the Fees to IRONTREE INTERNET SERVICES in accordance with this clause 7 and without any deduction, discount, counterclaim, set-off or withholding.

7.2 The Customer shall provide to IRONTREE INTERNET SERVICES valid, up-to-date and complete contact and billing details.

7.3 The Fees shall be paid monthly or annually by direct debit, unless agreed otherwise by IRONTREE INTERNET SERVICES.

7.4 In the event that the Customer wishes to upgrade to a different Subscription Plan it shall notify IRONTREE INTERNET SERVICES and pay any necessary further Fees (where applicable). The Customer shall only be permitted to downgrade its Subscription Plan at the end of a Subscription Term for the subsequent Subscription Term. In the event of any downgrade, IRONTREE INTERNET SERVICES shall not be obliged to refund any Fees already paid by the Customer.

7.5 If IRONTREE INTERNET SERVICES has not received payment of any sums due under this Agreement by the due date, and without prejudice to any other rights and remedies of IRONTREE INTERNET SERVICES:

7.5.1 IRONTREE INTERNET SERVICES may, without liability to the Customer, suspend the Service and disable the Customer's and all Authorised User's access to all or part of the Solution and IRONTREE INTERNET SERVICES shall be under no obligation to provide any or all of the Service to the Customer while the invoice(s) concerned remain unpaid; and

7.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of IRONTREE INTERNET SERVICES's bankers in South Africa from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.6 All amounts and fees stated or referred to in this Agreement:

7.6.1 shall be payable in South African Rand as stipulated by IRONTREE INTERNET SERVICES;

7.6.2 are non-cancellable and non-refundable;

7.6.3 are exclusive of value added tax, which shall be added to IRONTREE INTERNET SERVICES's invoice(s) at the appropriate rate.

7.7 IRONTREE INTERNET SERVICES shall be entitled to review and increase the Fees annually at the end of a Subscription Term in line with any increase in the South African Consumer Price Index (CPI) in the preceding 12 months.

7.8 IRONTREE INTERNET SERVICES shall otherwise be permitted to increase the Fees upon not less than 90 days' prior written notice to the Customer to be given prior to the start of the next Subscription Term.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Customer acknowledges and agrees that IRONTREE INTERNET SERVICES and/or its licensors own all Intellectual Property Rights in the Solution and the Templates.

8.2 In relation to the Templates, the Customer is permitted to use the Templates to create customised documents for its own internal business purposes only and shall not distribute the Templates to a third party.

8.3 IRONTREE INTERNET SERVICES warrants that it has all the rights in relation to the Solution and the Templates that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9. CONFIDENTIALITY

9.1 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:

9.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

9.1.2 was in the other party's lawful possession before the disclosure;

9.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

9.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

9.2 Subject to clause 9.4, each party shall hold the other's Confidential Information in confidence and 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.

9.3 Each party shall take all reasonable steps to ensure that the other'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.

9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.6 IRONTREE INTERNET SERVICES acknowledges that the Customer Data is the Confidential Information of the Customer.

9.7 The above provisions of this clause 9 shall survive termination of this Agreement, however arising.

10. INDEMNITY

10.1 IRONTREE INTERNET SERVICES shall defend the Customer, its officers, directors and employees against any claim that the Solution infringes any Intellectual Property Rights ("Claim") and shall indemnify the Customer for any amounts finally awarded against the Customer in judgment or settlement of such Claims, provided that:

10.1.1 IRONTREE INTERNET SERVICES is given prompt written notice of any such Claim;

10.1.2 the Customer provides reasonable co-operation to IRONTREE INTERNET SERVICES in the defence and settlement of such Claim; and

10.1.3 IRONTREE INTERNET SERVICES is given sole authority to defend or settle the Claim.

10.2 In the defence or settlement of any claim, IRONTREE INTERNET SERVICES may at its sole discretion, procure the right for the Customer to continue using the Solution, replace or modify the Solution so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay damages or other additional costs to the Customer.

10.3 In no event shall IRONTREE INTERNET SERVICES, its employees, agents and sub-contractors be liable to the Customer including under clause 10.1, to the extent that the Claim is based on:

10.3.1 a modification of the Solution by anyone other than IRONTREE INTERNET SERVICES;

10.3.2 the Customer's use of the Solution in breach of this Agreement; and/or

10.3.3 the Customer's use of the Solution after notice of the alleged or actual infringement from IRONTREE INTERNET SERVICES or any appropriate authority.

10.4 This clause 10 sets out the Customer's sole and exclusive rights and remedies, and IRONTREE INTERNET SERVICES's (including IRONTREE INTERNET SERVICES's employees', agents' and sub-contractors') entire obligations and liability for any Claim.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement excludes or limits the Liability of IRONTREE INTERNET SERVICES:

11.1.1 for fraud or fraudulent misrepresentation;

11.1.2 for death or personal injury caused by IRONTREE INTERNET SERVICES's negligence;

11.1.3 which it cannot exclude or limit as a matter of applicable law.

11.2 Except as expressly and specifically provided in this Agreement:

11.2.1 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law including any warranties of satisfactory quality or fitness for purpose are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

11.2.2 the Service is provided to the Customer on an "As Is" basis.

11.3 Subject to clause 11.1:

11.3.1 IRONTREE INTERNET SERVICES shall have no Liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses; loss or corruption of data or information; pure economic loss; and/or any special, indirect or consequential loss, costs, damages, charges or expenses; in all cases however arising under this Agreement and whether direct or indirect, foreseeable or otherwise; and

11.3.2 the total aggregate Liability of IRONTREE INTERNET SERVICES arising out of or in connection with this

Agreement (unless otherwise excluded or limited) shall be limited to 125% of the total Fees paid by the Customer to IRONTREE INTERNET SERVICES during the 12 months immediately preceding the date of the event giving rise to the Liability.

11.4 The exclusions and limitations of Liability under clause 11.3 have effect in relation to both any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

12.1.1 the other party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other party fails to remedy such breach within a period of 30 days of being notified of such breach by the party; and/or

12.1.2 the other party is subject to any insolvency proceedings such as suspension of payment or insolvency.

12.2 Termination of this Agreement shall be without prejudice to any accrued rights or remedies of either party.

12.3 Termination of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

12.4 On termination of this Agreement for any reason:

12.4.1 the licence granted under this Agreement shall immediately terminate and IRONTREE INTERNET SERVICES shall be entitled to disable Customer's use of the Solution;

12.4.2 IRONTREE INTERNET SERVICES may, upon expiry of 3 months from the date of termination, destroy or otherwise dispose of any of the Customer Data in its possession; and

12.4.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. FORCE MAJEURE

13.1 If IRONTREE INTERNET SERVICES is subject to a Force Majeure Event, it shall not be in breach of this Agreement and shall be excused from performance under this Agreement while and to the extent it is unable to perform due to any Force Majeure Event.

13.2 If the circumstance of a Force Majeure Event continues for a period of 30 days or longer, either party shall have the right to terminate this Agreement upon written notice to the other.

14. WAIVER

14.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15. SEVERANCE

15.1 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.

15.2 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.

16. ENTIRE AGREEMENT

16.1 This Agreement and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

16.2 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.

16.3 Neither party excludes or limits its liability for fraud or fraudulent misrepresentation.

17. ASSIGNMENT

17.1 The Customer may not assign, sub-licence, novate or transfer any right, benefit or interest and/or any of its obligations under this Agreement, without IRONTREE INTERNET SERVICES's prior written consent.

17.2 IRONTREE INTERNET SERVICES shall be entitled to assign, sub-licence, novate or transfer any right, benefit or interest and/or any of its obligations under this Agreement.

18. NO PARTNERSHIP

18.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. THIRD PARTY RIGHTS

19.1 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

20. NOTICES

20.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by recorded delivery post or email to the other party at such address as may have been notified by that party for such purposes.

20.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email to the email address set out above shall be deemed to have been received on

the day it is sent if that is a Business Day or otherwise on the next Business Day.

21. VARIATION

21.1 No changes may be made to this Agreement without the agreement in writing of each of the parties.

21.2 Notwithstanding the foregoing, IRONTREE INTERNET SERVICES has the right to amend the terms of this Agreement unilaterally. If it does so, it will inform the Customer accordingly. If IRONTREE INTERNET SERVICES amends the terms, the Customer has the right to terminate this Agreement during a term ending 30 days after the Customer was informed of the amendment.

22. GOVERNING LAW AND JURISDICTION

22.1 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.

22.2 The parties submit to the exclusive jurisdiction of the South African courts, except that IRONTREE INTERNET SERVICES:

22.2.1 has the right to sue in any jurisdiction in which the Customer is operating or has assets; and

22.2.2 has the right to sue for breach of its Intellectual Property Rights in any country where it believes that infringement or a breach of this Agreement relating to its Intellectual Property Rights might be taking place.

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("Addendum") forms part of the Licence Agreement entered into between IRONTREE INTERNET SERVICES (Pty) Ltd and the customer to whom IRONTREE INTERNET SERVICES provides the services (the "Agreement") ("Customer"), either previously or concurrently with this Addendum.

Where there is any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by and including this Addendum.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE

The following clauses will only apply to the extent that Data Protection Legislation applies to Protected Data (both as defined below).

2. DEFINITIONS

2.1. Appropriate Safeguards: means such legally enforceable mechanism(s) for transfers of Personal Information outside South Africa as may be permitted under Data Protection Legislation from time to time.

2.2. Responsible Party: has the meaning given to that term in the POPIA.

2.2 Data Protection Legislation: means any applicable South African law, statute, regulation or sub-ordinate legislation and all policies, codes of conduct, direction, policy rule or order issued by any regulatory body having jurisdiction over

a party that is from time to time in force, relating to data protection, privacy and the processing of personal data, including:

Protection of Personal Information Act (POPIA), 2013;

Promotion of Access To Information Act, 2000;

the POPIA from the date the POPIA applies and/or

any corresponding or equivalent national laws or regulations from the date that they come into force.

2.3. Data Subject: has the meaning given to it in the POPIA.

2.4. Personal Information: has the meaning given to that term in the POPIA.

2.5. Security Compromise: Where Protected Data has been acquired by any unauthorised person on systems managed by or otherwise controlled by IRONTREE INTERNET SERVICES, excluding unsuccessful attempts or activities that do not compromise the security of the Protected Data.

2.6. Processing: has the meaning given to that term in the POPIA and related terms such as 'process' have corresponding meanings.

2.7. Operator: has the meaning given to that term in the POPIA.

2.8. Protected Data: means Personal Information processed by IRONTREE INTERNET SERVICES on behalf of the Customer, as an Operator in connection with the provision of the Services.

2.9. Services: means the services provided by IRONTREE INTERNET SERVICES to the Customer pursuant to the Agreement.

2.10. Sub-Processor: another Operator engaged by IRONTREE INTERNET SERVICES for carrying out processing activities in respect of the Protected Data as part of the Services.

2.11. The Information Regulator: means the Information Regulator established in terms of section 39 of the POPIA.

The definitions in this clause should, as far as possible, be interpreted in accordance with the POPIA.

3. GENERAL

3.1. The Annexes form part of this Addendum and shall have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Annexes.

3.2. The Customer has engaged IRONTREE INTERNET SERVICES to perform and deliver the Services which may require IRONTREE INTERNET SERVICES to process Personal Information on behalf of the Customer as an Operator.

3.3. Annex A ("Details of Processing") contains details about the processing of Protected Data by IRONTREE INTERNET SERVICES.

4. INSTRUCTIONS BY RESPONSIBLE PARTY

4.1. IRONTREE INTERNET SERVICES agrees that it shall only carry out processing of Protected Data on the documented instructions of the Customer as set out in this Addendum and Annex A ("Details of the Processing"), as updated

from time to time upon written agreement between the parties (including with regard to the transfer of Personal Information to a third country or an international organisation).

4.2. IRONTREE INTERNET SERVICES may process the Protected Data outside of the instructions of the Customer if IRONTREE INTERNET SERVICES is required to do so by South African law to which IRONTREE INTERNET SERVICES is subject; in such a case, IRONTREE INTERNET SERVICES shall to the extent permitted by law, inform the Customer of that legal requirement before processing.

5. SECURITY

5.1. IRONTREE INTERNET SERVICES shall implement appropriate technical and organisational measures to secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.

6. CONFIDENTIALITY

6.1. IRONTREE INTERNET SERVICES shall ensure that persons authorised by them to process the Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. COOPERATION AND INFORMATION

7.1. IRONTREE INTERNET SERVICES shall provide such information and assistance to the Customer as the Customer may reasonably require to allow it to comply with requirements of the POPIA, including, information and assistance relating to the security of processing, notification of Personal Information Breaches to the Information Regulator, communication of a Personal Information Breach to the Data Subject (where required), data protection impact assessments and/or prior consultation with the Information Regulator regarding high risk processing.

8. REQUESTS

8.1. IRONTREE INTERNET SERVICES shall promptly assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Condition 8 of the POPIA.

9. SECURITY COMPROMISE

9.1. Where law enforcement permits, IRONTREE INTERNET SERVICES shall notify the Customer of any Personal Information Security Compromise, promptly upon becoming aware of such Personal Information Security Compromise.

9.2. In the case of a Personal Information Security Compromise, IRONTREE INTERNET SERVICES will assist the Customer in meeting its obligations under the POPIA to inform the Information Regulator and Data Subjects. As the Responsible Party, the Customer is solely responsible for complying with its notification obligations for Personal Information Security Breaches under Data Protection Legislation.

10. SUB-PROCESSORS

10.1. The Customer acknowledges and agrees that IRONTREE INTERNET SERVICES engages Sub-Processors to provide certain services. The Customer provides general consent to the engagement of such Sub-Processors. The current Sub-Processors are set out in Annex B.

10.2. IRONTREE INTERNET SERVICES will notify the Customer of the appointment of any new Sub-Processor or

changes to any existing Sub-Processor. The Customer may object to the appointment of or any change in the Sub-Processor where it has reasonable grounds for doing so and in such circumstances IRONTREE INTERNET SERVICES shall be entitled to address the objection through one of the following options at its sole discretion:

- (i) cease to use the relevant Sub-Processor;
- (ii) take steps suggested by the Customer to address the objection;
- (iii) terminate or allow the Customer to terminate the Services.

10.3 IRONTREE INTERNET SERVICES may only subcontract the processing of Protected Data under this Addendum to a Sub-Processor if IRONTREE INTERNET SERVICES has imposed legally binding contractual terms substantially the same as those contained in this Addendum on the Sub-Processor. The Customer acknowledges and agrees that it has no right to audit and inspect a Sub-Processor's facilities and premises and that IRONTREE INTERNET SERVICES shall not be obliged to include such rights in its agreements with Sub-Processors.

11. AUDITS AND COMPLIANCE

11.1. Upon reasonable request of the Customer, IRONTREE INTERNET SERVICES agrees to make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this Addendum and the Data Protection Legislation and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer subject to clause 11.2.

11.2. The Customer shall give IRONTREE INTERNET SERVICES reasonable prior notice of any information request, audit or inspection and ensure that such audit or inspection is undertaken during normal business hours for IRONTREE INTERNET SERVICES and with minimal disruption to IRONTREE INTERNET SERVICES. The Customer shall ensure that all information obtained or generated by the Customer pursuant to clause 11.1 is kept strictly confidential (save for disclosure to the Information Regulator or as otherwise required by applicable law). The Customer shall pay IRONTREE INTERNET SERVICES's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

11.3 IRONTREE INTERNET SERVICES may object to any third-party auditor appointed by the Customer to conduct any audit or inspection under clause 11.1 if the auditor is not in IRONTREE INTERNET SERVICES's reasonable opinion, suitably qualified or independent. Nothing in clause 11.1 gives the Customer any right to access any data of any other customer of IRONTREE INTERNET SERVICES or any information that could cause IRONTREE INTERNET SERVICES to breach its obligations under Data Protection Legislation and/or its confidentiality or privacy obligations to any third party.

12. DATA RETENTION AND DISPOSAL

12.1. IRONTREE INTERNET SERVICES shall at the express choice of the Customer and upon the end of the provision of Services relating to processing, either return to the Customer or delete or destroy all copies of the Protected Data in IRONTREE INTERNET SERVICES's possession or control and if the Customer requests, certify to the Customer that it has done so, unless South African law requires the storage of the Protected Data.

13. TRANSBORDER INFORMATION FLOWS

13.1 IRONTREE INTERNET SERVICES shall not transfer Protected Data outside of South Africa unless there are Appropriate Safeguards in place and any transfer shall be in accordance with Data Protection Legislation.

14. AMENDMENTS

14.1 IRONTREE INTERNET SERVICES may amend this Addendum at any time where required to comply with any applicable laws or where such amendments do not result in a material reduction in the protection of the Protected Data and do not breach Data Protection Legislation.

15. LIABILITY

15.1. IRONTREE INTERNET SERVICES's liability under this Addendum shall be subject to the exclusions and limitations set out in the Agreement.

16. ENTRY INTO FORCE AND DURATION

16.1. This Addendum will enter into force upon signing by both parties of the Agreement.

16.2. This Addendum will remain in effect until the Agreement is terminated.

ANNEX A – Details of the Processing

Detailed description of the Processing – The processing of Personal Information to the extent necessary in the provision of the Services
(Including the subject-matter, nature, and purpose)

Duration of the Processing – The term of the Agreement and until deletion of all Protected Data by IRONTREE INTERNET SERVICES

Types of Personal Information processed – Personal Information relating to individuals that is provided to IRONTREE INTERNET SERVICES via the Services by or at the direction of the Customer including without limitation, names, addresses, contact details, online identifiers, and login details.

Categories of Data Subjects – Individuals about whom Personal Information is provided to IRONTREE INTERNET SERVICES via the Services by or at the direction of the Customer.

ANNEX B – Sub Processors

Service	Description of services
Amazon Web Service – South Africa	
Amazon Web Services – Ireland	Application hosting (Ireland) and failover (Frankfurt)
Amazon Web Services – Frankfurt	
Netlify Web Services - Global	Application hosting (Global)
IronTree VPS Hosting – South Africa	Virtual Private Server hosting
IronTree Backup V1 – South Africa	SQL, File & Folder backup service
IronTree Backup V2 – South Africa	SQL, File & Folder backup service
IronTree Protect V2 – South Africa	Cyber security service