

SCHEDULE C: GENERAL TERMS AND CONDITIONS OF SERVICES

Date: DD / MM / YYYY

Between

COMPANY NAME:	
REGISTRATION NUMBER:	

Hereafter referred to as
("The Client/Customer")

AND

INTDEV INTERNET TECHNOLOGIES (PTY) LTD

(Reg No 2003/030511/07)

Hereafter referred to as
("The Service Provider")

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	DEFINITIONS.....	3
3.	TABLE OF SCHEDULES	3
4.	SCOPE OF THE SERVICE.....	4
5.	DURATION OF SERVICE.....	4
6.	CESSION	5
7.	EARLY TERMINATION FOR CONVENIENCE	5
8.	OWNERSHIP OF EQUIPMENT.....	5
9.	THIRD-PARTY SERVICE PROVIDER COOPERATION.....	6
10.	TERMINATION / EXPIRATION ASSISTANCE.....	6
11.	ITIL COMPLIANCE	6
12.	SERVICE LEVELS.....	7
13.	CHANGES.....	7
14.	SERVICE FEES	7
15.	RENEWAL TERM CHARGES	7
16.	APPLICATION OF SECTION 197 OF THE LRA.....	8
17.	SIGNATURES.....	9

1. INTRODUCTION

- a. This document constitutes the General Conditions referred to in the Master Services Agreement concluded between the Parties.
- b. The General Conditions, with their appendices, constitute a separate and distinct agreement by and between the Parties and are incorporated into the Master Services Agreement as if specifically set out therein; vice versa, the provisions of the Master Services Agreement apply to the General Conditions as if specifically set out herein.

2. DEFINITIONS

2.1. Incorporation of the Defined Terms

Unless the context otherwise requires, words and expressions defined in these General Conditions shall have the same meaning as defined in the Master Services Agreement (the “Agreement”), unless supplemented or qualified in terms of these General Conditions.

2.2. Definitions

- a. “Equipment” means hardware and/or software procured and/or deployed by the Service Provider specifically for the purposes of delivering the Services contracted in these General Conditions.
- b. “ITIL” means the Information Technology Infrastructure Library, a set of practices for IT service management (ITSM);

3. TABLE OF SCHEDULES

Document Reference	Schedules	Document Name
D1	Service Schedule D1	SD-WAN Network Services Schedule
D2	Service Schedule D2	RUBiQ Services Schedule
D3	Service Schedule D3	Cloud Hosting Services Schedule
D4	Service Schedule D4	Trellix Services Schedule
D5	Service Schedule D5	SOCaaS Schedule
D6	Pricing Schedule D6	Pricing Schedule
D7	Service Schedule D7	Managed Backup

Document Reference	Schedules	Document Name
D8	Service Schedule D8	Active Directory
D9	Service Schedule D9	File Server Services
D10	Service Schedule D10	Database Support Services
D11	Service Schedule D11	Service Desk & User Administration
D12	Service Schedule D12	Network Support Service
D13	Service Schedule D13	Security Services
D14	Service Schedule D14	Desktop Support Services
D15	Service Schedule D15	Service Management

4. SCOPE OF THE SERVICE

- a. The scope of the Service(s) to be rendered is defined and agreed to in the Specific Conditions.
- b. Unless stated as being a Customer retained responsibility, or a Customer obligation, or items subject to specific exclusions in terms of the Agreement, the Service Provider shall be responsible for the resources required to provide the Services in accordance with the Service Levels.

5. DURATION OF SERVICE

The respective Commencement Dates and duration of the Services are indicated in each Service Order or in the Specific Conditions, as the case may be.

- a. The Services shall automatically renew for further periods of 12 months beyond the termination dates, except where either Party has provided the other Party with 90 days' written notice prior to the termination date or such further extended end date that a specific Service or all the Services shall not renew.
- b. Should a Service renew in accordance with the provisions of clause a), the Service Charges set forth in the Pricing Appendix shall continue to be applicable to the Services which are renewed, provided that such Service Charges will be subject to adjustment in accordance with the terms of this Service Schedule. Where not all Services are renewed, and a specific Service dependency is not met, then the Parties shall negotiate in good faith an adjustment to such affected Service to address the dependency.

6. CESSION

- a. Notwithstanding anything to the contrary, the Parties agree that: The Customer shall not be entitled to cede or assign any of its rights or obligations in terms of the General Conditions to any third party without the prior written consent of the Service Provider, which consent shall not be unreasonably withheld or delayed.
 - i. In the event of a session and transfer of the rights and/or obligations under these General Conditions by the Service Provider, the Customer agrees to retain possession of the Equipment for and on behalf of such third party to whom these General Conditions had been ceded and to hold the Equipment in trust on behalf of such third party.

7. EARLY TERMINATION FOR CONVENIENCE

- a. Customer may terminate a Service Schedule with 90 (ninety) days prior written notice if Customer shall pay:
 - i. An early settlement amount on all affected Equipment where such Equipment is subject to a lease.
 - ii. any prepayment already made to any third-party service providers in relation to the provision of the Services affected by the termination, on the condition that Customer shall be provided with reasonable proof of such prepayment.
 - iii. reasonable penalties which may be payable in terms of any Service Provider third-party contracts concluded specifically for purposes of the Services to be terminated for convenience, which third-party contract provides for a penalty to be paid for early termination, on the condition that Customer shall be provided with reasonable proof of such amount; and
 - iv. Any other early termination amounts payable to the Service Provider, with respect to the terminated Services, as agreed in the affected Schedules.
- b. The Parties agree that, at the occurrence of an early settlement date or upon the early termination of the Agreement, for any reason whatsoever, Customer agrees that Service Provider shall be entitled to levy an early settlement amount on all affected Equipment.

8. OWNERSHIP OF EQUIPMENT

- a. The underlying Equipment shall remain the property of the Service Provider, and nothing in this Agreement shall be construed as conferring on Customer any right or interest in the Equipment.
- b. Customer shall, within 7 (seven) calendar days of the date of signing of the Service Schedule, notify the Service Provider in writing of the name, together with detailed postal and street addresses, of the landlord, owner, or mortgagee of any premises upon which the Equipment is, at any time, kept or stored by virtue of the provisions of this Agreement. Service Provider will notify such landlord, owner, or mortgagee that the Equipment is the property of Service Provider

- c. Customer shall not, under any circumstances, be entitled to sell, offer for sale, transfer, lease, assign, charge, encumber or otherwise dispose of, deal with, or part with possession of the Equipment or any interest therein whatsoever. Customer shall, at its own expense, keep the Equipment free from attachment or other legal process and shall notify Service Provider immediately on the occurrence of the same.
- d. Customer acknowledges and agrees that the Equipment is movable property, and shall so remain, notwithstanding the means used to install the Equipment on any premises, and the Parties agree there is no intention that the Equipment should accede to, or become permanently attached to, any premises or to any other property or asset. On termination of this Agreement, for whatever reason, the Service Provider shall be entitled to remove the Equipment.

9. THIRD-PARTY SERVICE PROVIDER COOPERATION

- a. As part of the Services, and where within the scope of the Services, the Service Provider shall use commercially reasonable efforts to work in coordination with and to cooperate with, all other third-party service providers providing ICT, and any other services to the Customer so that all Customer required ICT services are provided seamlessly across all service providers.
- b. Third-Party Service Provider Terms (ISP Services) - Where Intdev Internet Technologies (Pty) Ltd ("Intdev") procures, provisions, or manages connectivity, data, or related network services from any third-party Internet Service Provider (ISP) on behalf of the Customer, both Intdev and the Customer shall be deemed to have accepted and be bound by the ISP's standard terms and conditions, including any Acceptable Use Policy (AUP), Fair Usage Policy (FUP), and Service Level Agreement (SLA) applicable to such service. The Customer acknowledges that these ISP terms form an integral part of this agreement, and Intdev shall not be held liable for any loss, interruption, or penalty arising from the ISP's performance, network availability, or breach of its own service obligations.

10. TERMINATION / EXPIRATION ASSISTANCE

- a. At the termination or expiration of this Agreement, the Service Provider shall be available on a reasonable time and material, or such other fee basis as the Parties may mutually agree in writing, to provide termination/expiration assistance, as may reasonably be required by the Customer.
- b. Where the Customer contracted the Service Provider, in terms of clause 10.1, to provide termination/expiration assistance, the Service Provider shall work with the Customer and/or third-party service providers to transfer knowledge relevant to the environment or the Services, however, the Parties agree that such transfer of knowledge shall exclude the Service Provider's Confidential Information.
- c. Termination/expiration assistance shall commence and terminate on the dates mutually agreed between the Parties in writing.

11. ITIL COMPLIANCE

The Service Provider confirms that it subscribes to the ITIL v3 service management framework, as adopted and operationalised within the Service Provider, for the delivery of the Services.

12. SERVICE LEVELS

- a. The Service Provider shall perform the Services in accordance with the agreed service levels as set out in the Specific Conditions relating to a specific Service (the “Service Levels”).
- b. The Service Provider shall implement appropriate measurement and monitoring tools and methodologies to evaluate the Service Provider’s compliance with the agreed Service Levels during any month.

13. CHANGES

- a. Neither Party shall take any action or make any decision which may:
 - have a material effect on the data, hardware, software, Equipment, internet facilities, telecommunication services, telecommunications facilities and/or network facilities used by the other Party; or
 - affect the Services, the Service Levels and/or Service Fees.

Without first analysing the possible action or change and obtaining the other Party’s consent to the proposed change.

14. SERVICE FEES

- a. Customer shall pay Service Provider the Service Fees, as stipulated in each Service Order for providing the Services to Customer, subject to and in terms of this Agreement and the Specific Conditions relating to that Service.
- b. Unless mutually agreed otherwise in writing by and between the Parties, the Service Fees and personnel rates are stated in South African Rand and the Service Fees will be invoiced and paid in South African Rand, subject to applicable law. The Service Fees and personnel rates will not be adjusted due to any currency exchange fluctuations, save as provided for in the Agreement.
- c. The Customer will pay any VAT or similar tax levied by the government of the Republic of South Africa on goods and services consumed by the Customer. Service Provider shall pay for all other applicable foreign, local, and regional governmental taxes, levies and charges associated with the Services, provided that the Service Provider may treat such taxes, levies and charges (other than income tax and /or any taxes, levies and charges that are recoverable or claimable by the Service Provider under any applicable law) as input costs in the calculation of the Service Fees.
- d. The invoiced Service Fees and personnel rates exclude VAT; however, the Service Provider’s VAT invoices shall indicate the VAT amount separately and shall, furthermore, comply with the Value Added Tax Act.

15. RENEWAL TERM CHARGES

Should the Parties renew any specific Service, in accordance with the provisions of this Agreement, the Service Fees, set forth in the Service Order, or applicable Specific Conditions, shall continue to be applicable to those Services which are renewed, provided that such Service Fees will be subject to adjustment in accordance with the terms of the Service Schedule and the Agreement.

16. APPLICATION OF SECTION 197 OF THE LRA

- a) The Parties agree that section 197 of the Labour Relations Act, 1995 (“LRA”) is not applicable at the conclusion of this Service Schedule. In the event that section 197 of the LRA does apply on termination and/or expiry of this Service Schedule, the Parties agree:
- a. to cooperate with each other and act in good faith to determine which staff are subject to transfer in terms of section 197 of the LRA (“Staff”);
 - b. not to take any steps to effect or circumvent the transfer of any Staff without consulting with the other Party;
 - c. that the old employer will indemnify the new employer and bear all costs associated with any claim lodged by any Staff members who have transferred in terms of section 197 to the new employer, provided that such claim arose prior to the effective date of transfer in terms of section 197; and
 - d. that the new employer will indemnify the old employer and bear all costs associated with any claim lodged by any Staff member who has transferred in terms of section 197 to the new employer, provided that such claim arose after the effective date of transfer in terms of section 197.
- a) To the extent that similar legislation applies to Staff employed in a jurisdiction other than the Republic of South Africa, the Parties agree that the principles set out in this clause 16 shall apply to the full extent allowed by the legislation in force in such jurisdiction.
- b) In the event section 197 becomes applicable, the Parties shall conclude an employee transfer agreement to record the terms on which the section 197 transfer shall occur.

17. SIGNATURES

FOR AND ON BEHALF OF CUSTOMER, BEING DULY AUTHORISED HERETO.	
Full Name:	_____
Signed at _____ on the _____ Day of _____ 20 _____	
Signature:	_____
AS WITNESSES	
Witness 1 Signature:	_____
Witness 2 Signature:	_____

FOR AND ON BEHALF OF SERVICE PROVIDER, BEING DULY AUTHORISED HERETO.	
Full Name:	_____
Signed at _____ on the _____ Day of _____ 20 _____	
Signature:	_____
AS WITNESSES	
Witness 1 Signature:	_____
Witness 2 Signature:	_____