

AULTECH SERVICES AGREEMENT

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1 Introduction

- 1.1 This Services Agreement ("**this Agreement**") is between Aultech (Pty) Ltd ("**Aultech**") and the organisation agreeing to these terms in the Order Form (the "**Customer**"). In this Agreement, Aultech and the Customer are each referred to as a "**Party**" and collectively as the "**Parties**."
- 1.2 Aultech offers SaaS tools and AI-driven technology solutions referred to as "**Services**" in this Agreement.
- 1.3 The Agreement governs the Customer's purchase, access to and use of the Services, including all End Users authorised under the Customer's Account.
- 1.4 By clicking "**I agree**," or accepting the Order Form, or using the Services (whichever occurs first), the Customer agrees to this Agreement in full.
- 1.5 The Services are provided subject only to the terms of this Agreement. Any general, standard, or invoice terms and conditions of the Customer are excluded and shall not apply.
- 1.6 The Parties record their agreement as follows.

2 Definitions

- 2.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context, the following words and expressions shall have the following meanings:
 - 2.1.1 "**Account**" means an administrative account provided to the Customer to administer the Services;
 - 2.1.2 "**Admin**" means the Customer's designated End User with administrative privileges;
 - 2.1.3 "**Affiliate**" means, with respect to either Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party. For the purposes of this definition, "**Control**" means the direct or indirect ownership of more than fifty percent (50%) of the voting rights or equity interests in an entity, or the power to direct or cause the direction of the management and policies of that entity, whether through ownership of voting securities, by contract, or otherwise.

- 2.1.4 “**API**” means an application programming interface made available by Aultech (as an API provider) to the Customer (as the API customer) to enable access or use of the Services;
- 2.1.5 “**Aultech Policies**” means the Service-Specific Terms, Usage Policies, and Support Policy, as amended;
- 2.1.6 “**Aultech**” means Aultech (Pty) Ltd, a limited liability company incorporated in accordance with the laws of the RSA, with registration number 2025/226086/07, with its registered address situated at 13 Hillclimb Road, Westmead, Pinetown, KwaZulu-Natal, South Africa, 3610;
- 2.1.7 “**Beta Services**” means services or features identified as alpha, beta, preview, early access, pilot, or phrases with similar meanings;
- 2.1.8 “**Confidential Information**” means, without limitation, means any business, technical or financial information, materials, or other subject matter disclosed by a Party (the “**Discloser**”) to the Party receiving the information (the “**Recipient**”) that is: (a) identified as confidential at the time of disclosure; or (b) should be reasonably understood by Recipient to be confidential under the circumstances; or (c) Confidential Information includes Customer Content but excludes any information that (i) is or becomes public, through no fault of the Recipient; (ii) was rightfully and independently acquired by or already known to the Recipient without an existing confidentiality obligation, as evidenced by the Recipient’s written records; or (iii) is independently developed by the Recipient without use of other Confidential Information. In all cases, the Recipient shall bear the onus of proof when relying on any of the above exclusions;
- 2.1.9 “**Customer Content**” means the Input and the Output;
- 2.1.10 “**Customer**” means the Party identified as ‘the customer’ in the Order Form;
- 2.1.11 “**Data Protection Laws**” means all applicable laws relating to data protection, the processing of Personal Data, privacy or electronic communications in the RSA;
- 2.1.12 “**Documentation**” means the documents Aultech makes available to the Customer from time to time, to describe the Services, Aultech Policies, instructions and restrictions, and any other related matters;
- 2.1.13 “**DPA**” means the Aultech Data Processing Addendum at: <https://aultech.co.za>, as amended from time to time;
- 2.1.14 “**Effective Date**” means the date on which the Order Form is signed by the last Party to sign, unless otherwise specifically indicated in the Order Form;
- 2.1.15 “**End User Account**” means an account for an End User authorised under the Customer’s Account;
- 2.1.16 “**End User**” means any identifiable individual: (a) who accesses the Services the under the Customer’s Account; or (b) who uses Customer Applications. End Users may include Customer’s and its Affiliate’s employees, consultants, customers, agents, representatives, students or any other person authorised by Customer to use the Services through Customer’s Account;
- 2.1.17 “**Fees**” means all fees charged to the Customer’s Account in accordance with an Order Form, or if an Order Form does not exist, then according to the Pricing Page;
- 2.1.18 “**Government Entity**” means any governmental department, organ of state, state-owned entity, or municipality, and any entity, body, agency, commission, department, board, tribunal, bureau or court, whether domestic or foreign, exercising executive, legislative, judicial, regulatory or administrative functions of government, and any employee or official thereof, to the extent such individual or entity uses the Services in their official capacity;
- 2.1.19 “**High-Risk Activity**” means use of the Services by Customer or End User for purposes or in an environment requiring fail-safe performance or that could reasonably result in a security risk, credible risk of harm, infringement of third-party rights, or liability to Aultech, the Services, or a third party (including the operation of emergency services, or any other applications where failure of the Services could lead directly to death, personal injury, or severe physical or environmental damage);
- 2.1.20 “**Indirect Loss**” means any and all indirect, consequential, economic, exemplary, future, incidental, non-patrimonial, special and punitive sanctions, regulatory fines or penalties, settlements, disbursements, liability, losses (including, lost income or profit), costs or expenses of any nature whatsoever, whether accrued or absolute, contingent or otherwise, including reasonable attorneys’ fees and costs (whether or not suit is brought);
- 2.1.21 “**Initial Term**” means the initial term for the Services beginning on the Start Date and continuing for the duration specified in the Order Form;
- 2.1.22 “**Input**” means all metadata, data, text, information, content, communications, records, documents, and files, in any format, including Personal Data, which the Customer and End Users input to the Services;
- 2.1.23 “**IP Rights**” means any creation that is recognised and/or capable of being protected by law from use by any person, whether in terms of law, or any domestic or foreign intellectual property laws, including all works of copyright, trademarks, designs and inventions, whether registrable, registered or the subject matter of an application for registration or not, and all statutory intellectual property, including all patents, designs, trade mark registrations and copyright;
- 2.1.24 “**Malicious Code**” means any software, code, file, or program designed to prevent, impair, or otherwise adversely affect the operation or reliability of any computer software, hardware, network,

telecommunications service, equipment, or data; or to adversely affect user experience, including worms, Trojan horses, viruses, and other similar harmful or malicious code or devices;

- 2.1.25 **"Order Form"** means: **(a)** when purchasing from Aultech, the ordering document signed by the Customer and Aultech, or the Aultech webpage the Customer uses to purchase the Services; or **(b)** when purchasing from an authorised reseller, the ordering document signed by the Customer and its reseller, or the reseller's webpage the Customer uses to purchase the Services;
- 2.1.26 **"Output"** means the output from the Services based on the Input;
- 2.1.27 **"Personal Data"** as defined in the DPA;
- 2.1.28 **"Pricing Page"** means the pricing pages available at <https://aultech.co.za/pricing>;
- 2.1.29 **"RSA"** means the Republic of South Africa;
- 2.1.30 **"Renewal Term"** means a renewal term for the Services following either the Initial Term or a previous Renewal Term;
- 2.1.31 **"Reverse Engineer"** means reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law);
- 2.1.32 **"Security Measures"** means the security measures described [in](#) Appendix 2 (Security Measures) of the DPA;
- 2.1.33 **"Services Term"** means the Initial Term and all Renewal Terms specified in an Order Form;
- 2.1.34 **"Services"** means Aultech's services made available for businesses and purchased under the Customer's Account, as specified in an Order Form, which may include Aultech's Scout, Salron, Agentic AI Operator and associated software, products, tools, developer services, documentation, and websites, but excludes Third Party Services;
- 2.1.35 **"Service-Specific Terms"** means the terms specific to certain services at: <https://aultech.co.za>, as amended from time to time;
- 2.1.36 **"Start Date"** means the date an Initial Term, or Renewal Term, begins. Start Dates are specified in the Order Form, failing which, the Start Date for a Renewal Term will be calculated based on the Start Date for the Initial Term;
- 2.1.37 **"Support Policy"** means Aultech's policy and service levels for providing Support Services in relation to the Services as made available on the Website and/or Documentation, as amended from time to time;
- 2.1.38 **"Third Party Service Terms"** means any additional terms and conditions that apply to Third Party Services;
- 2.1.39 **"Third Party Services"** means licenses, products, services, technologies, APIs or content offered by parties (other than Aultech) through the Services;
- 2.1.40 **"Usage Limits"** means any limits on the Customer's usage of the Services, including limits on End Users, messaging, token, throughput rate, Customer Content, or any other limits or restrictions imposed by Aultech or Third-Party Services, as described in the applicable Order Form, Aultech Policies or Documentation;
- 2.1.41 **"Usage Policies"** means usage policies available at: <https://www.aultech.co.za>.
- 2.1.42 **"Website"** means <https://www.aultech.co.za>;
- 2.1.43 **"VAT"** means the value added tax chargeable under the Value Added Tax Act 89 of 1991.

3 Services

- 3.1 **Services Term.** Aultech shall make the Services available to the Customer on the Start Date for the Services Term, subject to the terms and conditions of this Agreement. Unless the Parties agree otherwise in writing, increases in the Services purchased during a Services Term will have a prorated term ending concurrently with the then-current Services Term.
- 3.2 **Renewal Terms.** The renewal mechanism applicable to this Agreement depends on the Initial Term selected by the Customer and recorded in the Order Form:
 - 3.2.1 Month-to-Month Subscriptions: Where the Initial Term is month-to-month, this Agreement shall automatically renew each month on the same terms unless either party provides at least 30 (thirty) calendar days' written notice of termination prior to the end of the then-current monthly period.
 - 3.2.2 Fixed-Term Subscriptions (e.g., 12 months): Where the Initial Term is a fixed period of 12 months or more, the Agreement shall automatically renew for successive periods of the same duration as the Initial Term (each a "Renewal Term"), unless either party provides at least 90 (ninety) calendar days' written notice of its intention not to renew prior to the expiration of the then-current term.
- 3.3 The applicable pricing, service scope, and other commercial terms for any Renewal Term shall be as agreed in writing between the parties before the commencement of such Renewal Term, failing which the terms of this Agreement shall continue to apply.

- 3.4 **No Automatic Renewal for Government Entities.** The automatic renewal will not apply to any Customer who is a Government Entity and whose Account details designate an email address that ends in .gov.za. Aultech will notify these Customers with such email addresses to allow them to determine if funds are available and if the Service will be needed for a Renewal Term.
- 3.5 All terms and conditions of this Agreement shall apply during each Renewal Term, subject to any increases to Fees in effect as described in Section 5 (Fees and Payment).
- 3.6 **Purchases.** The Services may allow authorised End Users to subscribe to additional licenses, quantities, or volumes of the Services ("**Additional End Users**"). The Customer is responsible for managing and understanding the Service settings permitting these Additional Subscriptions. Aultech will charge the Customer for any Additional End Users activated, based on the pricing applicable at that time, for the remainder of the current Services Term, unless otherwise specified in the Order Form.
- 3.7 **Support.** As part of the Services, Aultech shall provide its standard Support Services to the Customer during business hours, in accordance with its standard Support Policy.
- 3.8 **Modifications.** Aultech may, at its discretion, periodically update or modify the Services, including changes to content, features, capabilities, and user interfaces. Such updates will not materially reduce the Services functionality, unless Aultech reasonably determines that a reduction is necessary to comply with applicable law. If an Aultech update materially reduces the Services functionality, Aultech will notify the Customer at the Account email address. Within 5 business days of the Customer receiving this notice of the changes, the Customer may choose to terminate the Agreement by providing 30 days written notice to Aultech. This termination right will not apply to updates or modifications to features provided as part of any Beta Service offerings.
- 3.9 **Beta Services.** Certain features, including Scout or Bob, may be released in beta or preview versions. These are provided 'as is' with no uptime guarantee and limited support.
- 3.10 The Customer acknowledges and agrees that its purchase and use of the Services is not dependent upon the delivery of any future functionality, updates, or features.

4 End Users

- 4.1 The Customer may, during the Service Term request additional End Users at an additional Fee, as set out in an Order Form or the Pricing Page. The number of End Users may only be reduced by mutual agreement between the Parties and subject to any early termination fees for the remainder of the Service Term, as determined by Aultech in its sole discretion.
- 4.2 In relation to all End Users, the Customer shall ensure that:
- 4.2.1 the maximum number of End Users the Customer assigns to access and use the Services does not exceed the number of End Users authorised and purchased under the Customer's Account;
 - 4.2.2 any End User account and its access credentials will not be used by anyone other than the End User to whom it was assigned;
 - 4.2.3 End User Accounts may only be provisioned to, registered for, and used by, a single identifiable individual as a single End User;
 - 4.2.4 it maintains a written, up to date list of End Users for access control and audit purposes.
- 4.3 The Customer is responsible for all activities that occur under its Account, including the activities of End Users. The Customer will obtain and maintain from End Users any legal justification necessary to allow Admins to engage in the activities described in this Agreement and to allow Aultech to deliver the Services.

5 Fees and Payment Terms

- 5.1 The Fees payable by the Customer to Aultech for the use of the Services are listed in the Order Form and shall apply during the Initial Term.
- 5.2 Fees are non-refundable except as required by law or as otherwise specifically permitted in the Order Form. If the Order Form includes a minimum commitment, the minimum commitment amount is non-cancellable by the Customer.
- 5.3 All amounts and Fees stated or referred to in this Agreement or any Order Form are exclusive of VAT. VAT shall be added to all invoices at the applicable rate.
- 5.4 The Customer is responsible for all applicable taxes and shall pay all amounts due under this Agreement without any reduction or deduction for taxes.
- 5.5 Aultech shall invoice the Customer for the Fees and any other applicable charges on a monthly basis. The Customer shall pay all amounts due under this Agreement immediately on receipt within 30 days of the invoice issue date.

- 5.6 All payments shall be made to Aultech's bank account as specified on the invoice. All Fees must be paid in full and on time, without any set-off or deduction for any reason.
- 5.7 To dispute an invoice, the Customer must:
 - 5.7.1 pay all undisputed amounts; and
 - 5.7.2 notify Aultech in writing using the Customer's email address listed in the Order Form within 5 business days of the date the disputed invoice was issued;
 - 5.7.3 if the Customer fails to comply with clause 5.7.1 or 5.7.2, the Customer waives their right to dispute such invoice.
- 5.8 Fees may be subject to periodic increases at the discretion of Aultech. Any such increase shall be communicated to the Customer in writing with reasonable notice and shall apply from the date specified in the notice.
- 5.9 Without prejudice to any other rights under this Agreement, Aultech reserves the right to suspend the Services and the Customer's access to all the Services if the Customer fails to make timely payment of any amounts due, until full payment is received.
- 5.10 The Customer shall be liable for all costs incurred by Aultech in collecting any overdue amounts, including collection agency and legal costs (attorney-own client).
- 5.11 Late payments will bear interest from the due date until the date of payment, whether before or after judgment, at the maximum rate of interest allowed by law.
- 5.12 Any Support Services provided by Aultech shall be subject to the fees and charges specified in the Support Services Policy, or as otherwise agreed in writing in an Order Form.
- 5.13 Price changes on the Pricing Page will be effective 14 days after publication. Aultech reserves the right to correct any pricing errors or mistakes even after publication, issuing an invoice or receiving payment.

6 General Aultech Obligations

- 6.1 Aultech shall:
 - 6.1.1 use commercially reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for interruptions caused by scheduled downtime or other disruptions out of Aultech's control, in terms of which Aultech shall not be liable;
 - 6.1.2 implement all reasonable measures to ensure that any scheduled downtime occurs during off-peak times and outside of ordinary business hours; and
 - 6.1.3 timeously respond to requests for information and/or assistance from the Customer in accordance with the Support Policy.
- 6.2 All obligations in this Section 6 do not apply to any Beta Services.

7 General Customer Obligations

The Customer shall:

- 7.1 Be responsible for procuring or providing all the necessary Customer Applications, equipment, software, hardware, communications equipment and connectivity requirements to enable the Customer's access to and use of the Services. The Customer is solely liable for ensuring compatibility of its Customer Systems and Customer Application with the Services, as well as for obtaining and maintaining the required internet service provider and telecommunications costs needed to access and utilise the Services;
- 7.2 comply with any reasonable requests, procedures, instructions or directions issued by Aultech in relation to the proper use of the Services;
- 7.3 Grant Aultech and its authorised subprocessors read-only access to the minimum necessary components of the Customer's selected third-party applications (such as Microsoft Outlook and Gmail) solely for the purpose of enabling specific functionalities within the Services, such as automation, metadata processing, and instruction tracking. Such access:
 - 7.3.1 will not extend to broader application access (e.g., Google Drive or cloud file repositories) unless expressly authorised in writing;
 - 7.3.2 will be limited by technical configuration, platform permissions, and the purpose described herein;
 - 7.3.3 will be governed by the DPA.
- 7.4 promptly respond to any requests for information or clarification from Aultech, and shall provide accurate and complete information to ensure the efficient initial configuration and delivery of the Services;
- 7.5 co-operate with Aultech's reasonable investigation of any and all Service outages and Service security issues;

- 7.6 ensure compliance with this Agreement by its End Users; and
- 7.7 comply with all applicable laws (including Data Protection Laws) in the use of the Services.

8 Account

- 8.1 On or before the Start Date, Aultech shall create the Account for, and provide the Customer with, the corresponding Account credentials for the Admin to access the Services.
- 8.2 The Customer must provide accurate and current Account and Admin information. The Customer will not share Account access credentials or individual login credentials between multiple users.
- 8.3 The Customer may not resell or lease access to its Account or any End User Account.
- 8.4 The Customer will promptly notify Aultech in writing if it becomes aware of unauthorised access to the Account, Admin, End User Account or the Services.
- 8.5 Aultech shall be entitled but not obliged to suspend the Customer's Account and use of the Services, on written notice to the Customer, for such period as Aultech in its sole discretion determines to be appropriate in one or more of the following circumstances, provided that where it is not reasonably practicable to provide written notice to the Customer, Aultech may suspend the Customer's Account and use of the Services without providing notice:
 - 8.5.1 Aultech has reasonable grounds to suspect that the confidentiality of the Account credentials has been compromised or breached;
 - 8.5.2 the Customer has informed Aultech of known or suspected use of its Account by an unauthorised third-party;
 - 8.5.3 Aultech has a reasonable suspicion that a person other than an End User is using the Customer's Account; or
 - 8.5.4 the Customer has breached the provisions of any other material term of this Agreement. In such cases, Aultech's decision to suspend the Customer's Account and use of the Services shall be without prejudice to Aultech's rights and remedies under this Agreement or in law.

9 Customer Content

- 9.1 The Customer and its End Users may provide Input to, and receive Output from, the Services. As between the Customer and Aultech, to the extent permitted by applicable law:
 - 9.1.1 the Customer retains all ownership rights in its Input; and
 - 9.1.2 the Customer shall own all rights, title, and interest in the Output generated specifically for it. Aultech hereby assigns to the Customer any and all rights, title, and interest it may have in such Output.
- 9.2 Aultech shall only use Customer Content to the extent necessary to provide the Services, comply with applicable law, enforce Aultech Policies, and prevent misuse or abuse. Aultech will not utilise Customer Content to develop or improve its products and services unless explicitly authorised to do so by the Customer through a clear and separate agreement or opt-in consent.
- 9.3 The Customer is solely responsible for all Input provided to the Services. The Customer represents and warrants that it possesses all rights, licenses, permissions, and legal justifications required to submit such Input. The Customer is further solely responsible for evaluating the accuracy, suitability, and appropriateness of the Output for its specific purposes and accepts all responsibility for any decisions made based on such Output.
- 9.4 Due to the inherent nature of artificial intelligence technology and the Services provided by Aultech, the Customer acknowledges that Output may not be unique, and other customers or users may receive similar outputs. However, responses generated specifically for other customers or users are not deemed to be the Customer's Output and do not confer any rights or claims to the Customer.
- 9.5 Outputs generated by AI tools such as Bob may incorporate publicly available or licensed language models and may not be protected under applicable intellectual property laws. Aultech disclaims ownership over such outputs and provides no warranty of originality, accuracy, or suitability for any particular purpose.

10 Usage Restrictions

- 10.1 Customers are solely responsible for reviewing and validating any AI-generated content or Outputs before use in operational, legal, or other decision-making contexts.
- 10.2 The Customer agrees not to (and shall not permit any End User to):
 - 10.2.1 make the Services available to anyone other than the Customer and its authorised End Users, or use the Services for the benefit of anyone other than the Customer;
 - 10.2.2 rent, sublicense, resell, assign, distribute, or time-share the Services;

- 10.2.3 use the Services or Customer Content in a way that violates this Agreement, any applicable laws or Aultech Policies (which policies are incorporated by reference into this Agreement);
- 10.2.4 use the Services or Customer Content in a way that violates third parties' rights (incl. third party privacy rights);
- 10.2.5 allow minors to use or be subject to the Services without proper legal justification;
- 10.2.6 Reverse Engineer any aspect of the Services or the systems used to provide the Services;
- 10.2.7 use Output to develop artificial intelligence models that compete with Aultech's products and services;
- 10.2.8 extract data from the Services other than as permitted through the Services;
- 10.2.9 buy, sell, or transfer API keys from, to, or with a third party;
- 10.2.10 interfere with or disrupt the Services, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations for the Services;
- 10.2.11 violate or circumvent Usage Limits or otherwise configure the Services to avoid Usage Limits;
- 10.2.12 use the Services to transmit or store any content that is unlawful, fraudulent, or facilitates illegal activity; or
- 10.2.13 submit any Inputs that the Customer does not have the legal right to use for such purposes, including any Inputs subject to third-party IP Rights without proper authorisation.
- 10.3 Suspension of Access: Aultech may request that the Customer suspend the account of any End User who breaches this Agreement or uses the Services in a manner that Aultech reasonably believes may cause a security risk, disruption to others' use of the Services, or liability for Aultech.
- 10.4 If the Customer fails to promptly suspend or terminate such an End User's access, Aultech reserves the right to do so, without liability.

11 Third-Party Services

- 11.1 Third-Party Services may be available through the Services, which Customer may elect to use in its sole discretion. Aultech makes no representations, endorsements, or warranties regarding such Third-Party Services.
- 11.2 By accessing a Third-Party Service, Customer agrees to the applicable Third-Party Service Terms. The Customer's access or use of any Third-Party Services is governed by this Agreement as well as the relevant Third-Party Service Terms.
- 11.3 Any integration features or functionalities provided by Aultech to connect the Services with Third-Party Services are offered on an "as-is" and "as-available" basis, without warranties of any kind. Aultech does not guarantee the continued availability of such integration features and may cease providing them without entitling the Customer to any refund, credit, or other compensation.

12 Subcontractors

- 12.1 Aultech may engage the services of subcontractors to assist in the provision of the Services and Support Services. The selection and use of such subcontractors shall be at the sole discretion of Aultech, provided that Aultech remains fully responsible and liable to the Customer for the performance and delivery of the Services and Support Services under this Agreement.
- 12.2 Notwithstanding Clause 12.1, where such subcontractors are also 'subprocessors' as defined under Data Protection Laws, the selection and use of such subprocessors shall be governed by the DPA between the Parties.
- 12.3 Aultech shall ensure that any subcontractors engaged for the provision of the Services or Support Services meet the required standards of expertise, reliability, and confidentiality. Aultech is responsible for managing and coordinating the activities of these subcontractors to ensure consistent service delivery.

13 Warranties

- 13.1 **Mutual Warranties.** Each Party represents and warrants that:
 - 13.1.1 It has full power, authority, and capacity to enter into and perform its obligations under this Agreement; and
 - 13.1.2 This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.
- 13.2 **By Aultech.** Aultech warrants that the Services will materially conform to the Documentation. If any material non-conformity to the Documentation persists without relief more than 30 days after the Customer's written notice of the non-conformity, then **(a)** the Customer may terminate the applicable Order Form; and **(b)** as the Customer's exclusive remedy, receive a refund of any prepaid, unused Fees applicable to the remaining portion of the Services Term measured from the effective date of termination.

- 13.3 Aultech's warranties do not apply if there has been misuse, unauthorised modification, damages not caused by Aultech, or failure to comply with instructions provided by Aultech;
- 13.4 **Disclaimer of Warranties.** To the fullest extent permitted by law, Aultech does not warrant or represent that the Services, Beta Services or any Third Party Services will operate uninterrupted or error-free, or that all defects will be corrected, nor does Aultech guarantee prevention of third-party disruptions or unauthorised access via Third Party Services.
- 13.5 Aultech makes no warranties or representations, express or implied, statutory or otherwise, including warranties of satisfactory quality, merchantability, non-infringement, non-disruption, and fitness for a particular purpose.
- 13.6 The Services and Third Party Services are not designed or intended for use in High Risk Activity.
- 13.7 The Services are not intended to be a substitute for professional judgment or human decision-making and must not be used to make 'Automated Decisions' (as defined under Data Protection Laws) that could adversely affect the rights and freedoms of individuals. The Customer warrants that it will not rely solely on the Outputs or Customer Content generated or made available by the Services and will ensure that appropriate human review and verification are conducted before making any decisions based on such Outputs or Customer Content.
- 13.8 Each Party disclaims all liability for any harm or damages caused by any third-party hosting providers.
- 13.9 The Customer acknowledges that the use of the Services and any Third Party Services are entirely at its own risk.
- 13.10 **Beta Services.** Despite anything to the contrary in the Agreement: (a) The Customer may choose to use Beta Services in its sole discretion; (b) Beta Services may not be supported and may be changed at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services have not been subjected to the same Security Measures and auditing as the Services; (e) Beta Services are experimental, offered on an 'as-is' basis without warranty or guarantee of performance or availability; and (f) Use of Beta Services is entirely at the Customer's own risk, and Aultech disclaims all liability relating to their use

14 Intellectual Property

- 14.1 **Ownership of Services.** All rights, title, and interest in and to the Services, including all components, copies, modifications, enhancements, and derivative works thereof, are and shall remain the exclusive property of Aultech and/or its licensors. The Customer acknowledges that it acquires no ownership rights in the Services, including any enhancements, modifications or derivatives to the Services.
- 14.2 **IP Rights.** Aultech and/or its licensors retain all IP Rights in the Services, including processes, methodologies, source code, components, designs, patents, trademarks, copyrights, trade secrets, and other proprietary information, whether registered or unregistered, in all jurisdictions.
- 14.3 **License Grant.** Subject to an applicable Order Form and full payment of Fees, Aultech grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, for the Service Term, to:
 - 14.3.1 access and use the Services for its own internal business purposes, in the RSA, in accordance with this Agreement;
 - 14.3.2 configure and customize site pages, workflows, interfaces, and settings within the Services as permitted by the functionality provided; and
 - 14.3.3 use the provided APIs and plugins to integrate the Services with the Customer Applications solely for internal business purposes in the RSA.
 - 14.3.4 The Services may include access to and use of publicly available information, data, programs, and materials. Aultech represents that it has the right to access and use these within the Services, and that such use does not infringe any third-party rights.
- 14.4 **Restrictions.** The Customer shall not, and shall ensure that End Users do not:
 - 14.4.1 copy, reproduce, or create derivative works based on the Services, except as expressly permitted under this Agreement (e.g., configuring workflows, customizing settings, or using APIs and plugins for integration);
 - 14.4.2 Reverse Engineer the Services;
 - 14.4.3 distribute, sell, lease, rent, sublicense, assign, or otherwise transfer the Software or Services to any third party;
 - 14.4.4 use the Software or Services to develop any product or service that competes with the Software or Services or performs the same or similar functions;
 - 14.4.5 remove, alter, or obscure any proprietary notices or labels on the Software or Services;
 - 14.4.6 use the Software or Services in any manner that infringes or violates any IP Rights or other rights of Aultech or any third party.

- 14.5 **Customer Ownership.** As between the Parties, the Customer will retain all right, title, and interest in and to all IP Rights in Customer Content. The Customer grants to Aultech royalty-free, fully paid, non-exclusive, non-transferrable, worldwide, rights reasonably necessary to deliver the Services. This limited permission extends to Aultech's authorised subcontractors and sub-processors.
- 14.6 **Feedback and AI Improvements.** If the Customer provides any suggestions, enhancement requests, recommendations, or other feedback regarding the Services, including Beta Services, (which does not constitute Confidential Information), Aultech may use such feedback to improve the Services, including AI models, provided that any use of such feedback complies with Data Protection Laws and does not include Personal Data
- 14.7 **No Other Rights Granted.** Except as expressly set forth in this Agreement, no license or other rights in or to the Software, Services, IP Rights, or any other property or rights of Aultech are granted to the Customer, and all such rights are expressly reserved by Aultech.

15 Personal Data

- 15.1 Aultech will comply with the Security Measures and reserves the right to modify its Security Measures from time to time, provided that such modifications do not materially reduce the overall security of the Services. If Aultech updates the Security Measures in a manner that materially diminishes the administrative, technical, or physical security features of the Services taken as a whole, Customer may elect to terminate the Agreement and associated Order Forms by providing written notice to Aultech within 5 business days of the update.
- 15.2 If the Customer uses the Services to process Personal Data, the Parties will both comply with the DPA, which is incorporated by this reference into this Agreement. In the event of any conflict concerning Personal Data, the DPA will prevail.
- 15.3 The Customer represents and warrants that it is entitled to process any Personal contained in the Input and Output, as permitted under Data Protection Laws.
- 15.4 The Customer's Admin retains administrative control over whom it grants access to the Services and any Personal Data therein. The Customer may designate one or more Admins to manage its account, and Aultech is entitled to rely on communications from such Admins and other Customer representatives when servicing the Customer's Account.
- 15.5 The Customer is solely responsible for the accuracy, quality, and legality of any Personal Data contained in any Inputs or Outputs.
- 15.6 The Customer shall be solely responsible for ensuring that it maintains an independent, up to date, verified backup of all Customer Applications, Personal Data, Inputs and Outputs.

16 Force Majeure

- 16.1 In the event that Aultech is unable to perform any obligation under this Agreement due to the occurrence of a Force Majeure event, Aultech will be absolved from performing that obligation for as long as the circumstances prevail or, if performance of the obligation is or becomes impossible, Aultech will be entitled to terminate this Agreement on reasonable written notice to the other Party.
- 16.2 In this Agreement "**Force Majeure event**" means any event or circumstances beyond the control of Aultech provided such circumstances are not caused by fault, of any degree, on the part of Aultech and shall include fire, explosion, power blackout, earthquake, flood, severe storms, strike, riot, civil disturbance, embargo, labour disputes, acts of civil or military authority, war, terrorism, cyber and/or ransomware attack and/or any malicious code that attacks any device and/or critical infrastructure on which information is stored, acts of God, acts or omissions of internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of or material change in the law applicable) that materially affect the affected Party's performance under this Agreement.
- 16.3 Any delay or failure in the performance by Aultech hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure event. Should the Force Majeure event continue for a period of more than 2 (Two) months, either Party will be entitled forthwith to terminate this Agreement on written notice to the other Party.

17 Term and Termination

- 17.1 **Term.** This Agreement will begin on the Effective Date and will continue until the earlier of: (a) the expiry of the Services Term; or (b) the termination of this Agreement as set out in this Section 17 (Termination).
- 17.2 **Termination for Cause.** If either party materially breaches this Agreement and fails to remedy the breach within 30 days after receipt of written notice, then the non-breaching Party may:
- 17.2.1 immediately demand and claim performance of all obligations and/or payment due; or
 - 17.2.2 terminate the Agreement, including all Order Forms.

- 17.3 **Termination by Aultech.** Aultech may terminate this Agreement, including all Order Forms, immediately on written notice to the Customer if:
- 17.3.1 the Customer commits a material breach of this Agreement that is not reasonably capable of being remedied within 30 days;
 - 17.3.2 the Customer becomes deregistered, insolvent or is unable to pay its debts as they fall due; or a petition is filed, or a resolution is passed for the start of business rescue, winding up or liquidation of the Customer (other than for the purpose of a *bona fide* restructure or amalgamation); or an administrator or receiver, is appointed over the whole or any part of the Customer's assets;
 - 17.3.3 the Customer enters into administration or any voluntary arrangement with its creditors for releasing it wholly or partially from its debts;
 - 17.3.4 any event analogous to any of the foregoing occurs in any jurisdiction in which the Customer is registered or operates;
 - 17.3.5 Aultech, at its sole discretion, determines or suspects that the Customer is involved in any illegal or illicit activity, and continuing the relationship with the Customer will adversely affect Aultech's market reputation; or
 - 17.3.6 Aultech is unable to continue providing the Services in their entirety, due to any reason.
- 17.4 The rights of the non-breaching Party under this Section 17 (Termination) shall not prejudice any other rights or remedies available to them under this Agreement or by law, including the right to suspend the Services or claim damages.

18 Effects of Termination

- 18.1 On termination of this Agreement for any reason:
- 18.1.1 all Services and any other rights granted to the Customer under this Agreement will immediately cease;
 - 18.1.2 Aultech will permanently delete all Customer Content from its systems in accordance with the DPA, unless Aultech is legally required to retain it; or (ii) the Customer has agreed otherwise in writing;
 - 18.1.3 Where terminated by Aultech in terms of clause 17.2 (Termination For Cause), or 17.3.1 to 17.3.4 (both inclusive), any unpaid Fees for the remainder of the Services Term will become immediately due for payment by the Customer;
 - 18.1.4 Where terminated by Aultech for any other reason, Aultech will refund to the Customer a prorated amount of prepaid, unused fees applicable to the remaining portion of the Services Term measured from the effective date of termination.
- 18.2 The termination of this Agreement, regardless of the reason, shall not affect any rights or obligations, including payment of amounts due, which have accrued under this Agreement up to the date of the termination.
- 18.3 In no event will any termination relieve the Customer of the obligation to pay any Fees accrued or payable to Aultech for the Services or Support Services up until the effective date of termination.
- 18.4 The following provisions will survive the termination of this Agreement: 18 (Effect of Termination), 13.4 to 13.10 (Disclaimer of Warranties), 19 Limitation of Liability, 20 Indemnification, 21 (Dispute Resolution) and any other terms that by their nature extend beyond the Agreement termination will remain in effect until fulfilled and will apply to successors and permitted assignees.

19 Limitation of Liability

- 19.1 To the fullest extent permitted by law, except for:
- 19.1.1 a Party's gross negligence, fraud or wilful misconduct;
 - 19.1.2 the Customer's breach of Sections 10 (Usage Restrictions) or 4 (End Users);
 - 19.1.3 the Customer's payment obligations;
 - 19.1.4 Aultech's breach of 15.1 (Security Measures);
 - 19.1.5 either Party's breach of Section 22 (Confidentiality) or 13.1 (Mutual Warranties); or
 - 19.1.6 each Party's indemnification obligations under Section 20 (Indemnification);
- (collectively, the "**Excluded Claims**")
- in no event shall either Customer or Aultech, or either Party's Affiliates or licensors be liable for any Indirect Loss arising from or in connection with this Agreement or use of the Services, whether in contract, delict (including negligence), strict liability, or any other legal theory, even if such Loss is foreseeable.
- 19.2 Except for the Excluded Claims, each Party's aggregate liability for any direct damages or Indirect Loss in terms of this Agreement, for any cause whatsoever and regardless of the form of the action, will at all times be limited to amounts

paid by the Customer to Aultech under this Agreement during the 6 months immediately preceding the date on which the event giving rise to the loss occurred (“**Base Liability Cap**”). Whereas Excluded Claims will be limited to three times (**x 3**) the Base Liability Cap.

- 19.3 The limitations of liability reflect the allocation of risk between the Parties. The limitations specified in this Section 19 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

20 Indemnification

- 20.1 The Customer agrees to defend, indemnify, and hold harmless, Aultech and its Affiliates (including their officers, agents, partners, and employees) from and against any Loss, third party claim or demand, which may be suffered by Aultech or by any third party due to or arising out of or in connection with:
- 20.1.1 gross negligence, wilful misconduct or fraud of the Customer or its End Users (including any directors, employees, officers, contractors or agents);
 - 20.1.2 the Customer’s breach of the terms of this Agreement or the DPA, or contravention of any applicable laws, including Data Protection Laws;
 - 20.1.3 any claims instituted against Aultech, its Affiliates or its subcontractors by any third party or End User arising from the Customer’s use of the Services; or
 - 20.1.4 Customer Content or Customer Applications.
- 20.2 Subject to clause 20.3, Aultech agrees to defend, indemnify, and hold harmless, the Customer from and against:
- 20.2.1 losses suffered by the Customer arising in connection with a claim by a third-party that the Services infringe the third-party’s IP Rights; or
 - 20.2.2 losses occasioned as a result of the gross negligence or fraud of Aultech, or any director, employee, officer, or agent of Aultech.
- 20.3 The indemnity in clause 20.2, shall not apply if a claim by a third party is, directly or indirectly, as a result of:
- 20.3.1 modifications to the Services, or to any part thereof, by the Customer;
 - 20.3.2 use of the Services outside of its specified operating environment;
 - 20.3.3 use of the Services contrary to the terms and conditions of this Agreement; or
 - 20.3.4 use of the Services in combination (or integration) with products or services not provided by Aultech.
- 20.4 If a claim for infringement of IP Rights arises in relation to the Services (or any portion thereof), Aultech will, at its own cost, use reasonable efforts to provide one of the following remedies to the Customer:
- 20.4.1 procure for the Customer the right to continue using the allegedly infringing IP Rights ;
 - 20.4.2 modify the allegedly infringing intellectual property to make it non-infringing; or
 - 20.4.3 replace the allegedly infringing intellectual property with equivalent intellectual property that performs the same function.
- 20.5 If Aultech determines that none of the alternatives in clause 20.4 above are reasonably available, the Customer must stop using the infringing intellectual property, and Aultech will issue a credit to the Customer equal to the amount paid for the portion of the Services received through the use of the infringing intellectual property.
- 20.6 It is specifically agreed that the indemnity in clause 20.2 and remedies in clauses 20.4 and 20.5 shall be the Customer’s sole recourse in connection with a claim of infringement of IP Rights.
- 20.7 Any indemnity provided for in this Agreement (including any Order Form) shall only apply if:
- 20.7.1 the indemnified Party notifies the indemnifying Party in writing of the claim as soon as reasonably possible;
 - 20.7.2 the indemnified Party allows the indemnifying Party to take over the investigation, defence and settlement of the claim at its own expense with full and sole discretion in this regard; and
 - 20.7.3 the indemnified Party gives its reasonable cooperation to the indemnifying Party in the investigation and defence of the claim.

21 Dispute Resolution

- 21.1 Any dispute, claim, or difference (“**Dispute**”) arising between the parties out of or in connection with this Agreement shall be resolved in accordance with the provisions of this Section 21 (Dispute Resolution).
- 21.2 This dispute resolution process may be initiated at any time by either party giving a notice in writing to the other party that a Dispute has arisen (a ‘Dispute Notice’). The Dispute Notice must include reasonable information as to the nature of the Dispute.

- 21.3 The parties shall use reasonable endeavours to resolve the Dispute by a negotiated resolution within 10 days of deemed receipt of the Dispute Notice, as follows:
- 21.3.1 the chief executive officers or managing directors of each party shall meet within this prescribed period in an effort to resolve the Dispute; and
- 21.3.2 If the Dispute has not been resolved within the prescribed 10-day period, then the matter shall be referred by either Party to mediation in accordance with the Mediation Rules of the Association of Arbitrators (Southern Africa) NPC ("AASA").
- 21.4 If the Parties have failed to resolve the Dispute or the other party has failed to participate in such negotiation or mediation, then the Dispute shall be finally resolved by arbitration, except that either Party may at any time seek urgent interim relief from a competent court, and provided that any delay does not prejudice the right to issue proceedings.
- 21.5 The sole arbitrator will be a person agreed to by both Parties, and failing agreement, be a person nominated by the President of the AASA. It is the intention of both parties that the arbitration will be: **(a)** Seated in Durban; **(b)** conducted by telephone, based on written submissions, video conference, or in person in Durban; and **(c)** held in accordance with the commercial rules of the AASA.
- 21.6 The decision of the arbitrator will be final and binding on both parties, and will be treated as Confidential Information under this Agreement. The amount of any settlement offer will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.
- 21.7 Nothing in this Agreement requires arbitration of the following claims: **(a)** individual claims brought in small claims court; and **(b)** injunctive or other equitable relief by Aultech to stop unauthorised use or abuse of the Services or IP Rights infringement.
- 21.8 Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and consolidation with other arbitrations are not allowed.
- 21.9 This Section 21 is severable from the rest of this Agreement and shall survive any completion of performance or termination of this Agreement. If any part of this Section 21 is found to be illegal or unenforceable, the remainder will remain in effect.

22 Confidentiality

22.1 Rights in Confidential Information

- 22.1.1 The Parties acknowledge that each Party's Confidential Information is an asset in which that Party has proprietary or other rights or interests, the unauthorised disclosure of which may cause harm to the Discloser.
- 22.1.2 The Recipient will not acquire any rights in respect of the Confidential Information of the Discloser.
- 22.1.3 The Recipient of Confidential Information shall use the Confidential Information it receives only for the purposes intended by this Agreement.
- 22.1.4 The Recipient of Confidential Information shall always hold all Confidential Information in strict confidence using the same degree of care and safeguard as it uses to protect its own proprietary information of like importance and the Recipient shall not nor attempt to reverse engineer any Confidential Information or services.
- 22.1.5 The Confidential Information and all rights therein, including IP Rights, will always remain the sole and exclusive property of the Discloser and no license or right of any nature, whether under any patent, copyright, trade mark, trade secret or otherwise, except the limited right of use for the purpose intended, is granted or conveyed by virtue of the Discloser allowing the Confidential Information to be furnished to the Recipient.
- 22.1.6 The Recipient must not use or attempt to use the Confidential Information in any way which will cause or be likely to cause injury or loss to the Discloser.

22.2 Disclosure of Confidential Information

- 22.2.1 The Recipient must not use or disclose or attempt to use or disclose the Confidential Information for any purpose other than performing its duties under this Agreement, or if required by law.
- 22.2.2 The Recipient shall take reasonable steps to limit access to Confidential Information to those individuals:
- (a) who need to know or access the relevant Confidential Information as strictly necessary for the Recipient to render or receive the Services; and
- (b) who have entered into appropriate confidentiality undertakings with the Recipient which endure even after their engagement ends, or who are subject to professional or statutory obligations of confidentiality.

- 22.3 The Recipient may disclose the Confidential Information of the Discloser to comply with any applicable law and it which event the Recipient shall notify the Discloser of the fact that it is required to disclose the Discloser's Confidential Information and shall limit the disclosure only to that which is necessary to comply with the applicable law.
- 22.4 The Recipient shall, at any time and on the written request of the Discloser, destroy or return to the Discloser, within 7 (Seven) days of receipt of such a request, any and all material containing, pertaining to or relating to Confidential Information and on the written request of the Discloser, furnish the Discloser with an affidavit to the effect that the Recipient has not retained in its possession, or under its control, either directly or indirectly, any of the Confidential Information or copies thereof.
- 22.5 Notwithstanding clause 22.4, if required by law or for purposes of enabling the Parties to fulfil any obligation in terms of this Agreement, the Recipient may retain one copy of the Confidential Information for the period so required.

23 Notices and Domicilium

- 23.1 The Parties choose as their addresses for all purposes under this Agreement, whether in respect of the service or delivery of court process, notices or other documents or all other communications, the physical, postal and email addresses set out in the Order Form.
- 23.2 Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if it is in writing. The term "**writing**" includes electronic communications, including electronic mail, but not Short Message Service messages, Instant Message messages or similarly transient communications.
- 23.3 Any Party may by written notice to the other Party, change its electronic mail address or the address chosen as its address, to another number or address (within the RSA) and the change will become effective 5 days from the deemed receipt of the notice by the addressee.
- 23.4 Any notice to a Party sent, during normal business hours, by electronic mail to the receiving Party's chosen electronic mail address will be deemed to have been delivered within 2 (Two) days of correct transmission of the notice, provided that if the Party transmitting the notice requests the transmission to it of a notification confirming receipt of the notice by the receiving Party (a read receipt, for instance), the date of receipt of the notice will be 2 (Two) days from the date of confirmation of receipt or the date of correct transmission of the notice, whichever is the earlier.
- 23.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address.

24 No Third-Party Beneficiaries

This Agreement is entered into solely between Aultech and the Customer and is intended to benefit only these Parties. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity not a Party to this Agreement any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The provisions of this Agreement are enforceable solely by the Parties to it and their respective successors and permitted assigns.

25 General

- 25.1 **Choice of law and jurisdiction.** This Agreement and all claims, causes of action, proceedings or dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the RSA. Without prejudice to Section 21 (Dispute Resolution), all claims arising out of or relating to this Agreement will be brought exclusively in the High Court of the Republic of South Africa, KwaZulu-Natal, Local Division (Durban).
- 25.2 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties in regard to the subject matter hereof and save as otherwise expressly provided, no modification, amendment, cancellation, or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the Parties.
- 25.3 Notwithstanding clause 25.2, Aultech may amend, update or supplement this Agreement at its sole discretion by providing reasonable notice, including publishing the update on Aultech's Website. If Aultech determines, in its sole discretion, that any changes materially impacts the Customer's rights or obligations, Aultech will provide Customer with at least 30 days notice before the update is effective, unless the update is necessary for Aultech to comply with applicable law, in which case Aultech will provide Customer with as much notice as reasonably possible. Any other changes will be effective on the date Aultech posts the updated Agreement or Aultech Policy. The Customer's continued use of, or access to, the Services after a change is effective constitutes acceptance of the change. If Customer does not agree with a change, the Customer may stop using the Services or terminate this Agreement under Section 17 (Termination).

- 25.4 **Conflicting Terms.** If there is any conflict or ambiguity between the provisions of any documents that make up the Agreement, the order of prevalence shall be as follows: (a) Order Form; (b) Service-Specific Terms (if any); (c) this Agreement; and (d) Aultech Policies.
- 25.5 **Export Controls.** The Customer is solely responsible for ensuring that its use of the Services complies with applicable trade laws, including sanctions and export control laws. The Customer's Input may not include material or information that requires a government license for release or export.
- 25.6 **Relaxation and Waiver.** No relaxation or indulgence which any Party may allow to the other Party at any time with regard to the carrying out of this Agreement, shall:
- 25.6.1 prejudice any of the rights of the Party granting the relaxation or indulgence under this Agreement in any manner whatsoever; and
- 25.6.2 be regarded as a waiver of those rights.
- 25.7 **No Representations.** No Party shall be entitled to rely on any representation or understanding or undertaking or commitment or anything whatsoever which is claimed to have induced such Party into concluding this Agreement, unless such representation or understanding or undertaking or commitment or such other things is recorded in this Agreement.
- 25.8 **No Partnership or Agency.** Aultech and the Customer are not in partnership, joint venture or agents but are independent contractors.
- 25.9 **Cession, Assignment and Substitution.** Neither this Agreement nor any part, share or interest therein, nor may any rights or obligations hereunder be ceded, assigned, or otherwise transferred by the Customer without the prior written consent of Aultech.
- 25.10 Aultech may cede, assign and/or novate this Agreement, including any part, share or interest therein, or any rights or obligations, without notice or the Customer's consent, to any of the following persons:
- 25.10.1 a holding or parent entity or Affiliate;
- 25.10.2 acquirer of Aultech's equity, business or assets;
- 25.10.3 a successor by merger; or
- 25.10.4 an authorised reseller of the Services.
- 25.11 **Severability.** The provisions of this Agreement are severable from each other irrespective of the layout, headings or other aspects relating to the drafting thereof, and the Parties acknowledge that:
- 25.11.1 any provision which is or may be unenforceable for any shall, only in the jurisdiction where it has been determined to be unenforceable and only to the extent that it is so unenforceable, be treated as *pro non scripto* (as if not written);
- 25.11.2 the remaining provisions of this Agreement shall be and remain of full force and effect; and
- 25.11.3 it is their intention to execute this Agreement without the unenforceable provision as if they were aware of its unenforceability at the time the Agreement was concluded.
- 25.12 **Successors.** This Agreement shall be binding on the successors and permitted assigns of each Party.
- 25.13 **Signature.** Each Party represents and warrants that it has the right, power and authority to enter into and perform under this Agreement and any Order Form executed under this Agreement.
- 25.14 **Costs.** Each Party shall bear its own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement and any Order Form.

26 Interpretation

- 26.1 When any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day other than a business day, in which case the last day shall be the next succeeding business day.
- 26.2 If any provision in the definition, interpretation or the recorded section or clauses is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in such clause or section, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 26.3 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 26.4 Words and expressions defined in any clause will, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 26.5 Defined terms appearing in this Agreement in title case will be given their meaning as defined, while the same terms appearing in lower case will be interpreted by their plain English meaning.

- 26.6 A reference to any statutory enactment will be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 26.7 Reference to "**days**" will be construed as calendar days unless qualified by the word "**business**", in which instance a "**business day**" will be any day other than a Saturday, Sunday or bank holiday or a day on which businesses are customarily closed in the RSA, as determined from time to time. Any reference to time will be based upon South African Standard Time.
- 26.8 The words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it. The application of the *eiusdem generis* rule is therefore excluded.
- 26.9 The terms "**buy**", "**purchase**" and related terms, such as "**sell**", when used in relation to any Service, must be construed as granting no more than a right or licence to use the Service as defined in this Agreement.

Aultech Order Form

This Order Form ("Order Form") is entered into between Aultech (Pty) Ltd ("Aultech") and the customer identified below ("Customer") as of the Effective Date stated below. This Order Form is governed by the latest terms and conditions of the Customer Agreement ("Agreement") available at www.aultech.ai and which is incorporated by reference.

A | PARTIES

Aultech	Details	
Company Name	Aultech (Pty) Ltd	
Company Number:	2025/226086/07	
Domicilium Address (Legal Notices)	Physical Address:	13 Hillclimb Road, Westmead, Pinetown, Kwa-Zulu Natal, 3610
	Email Address:	[Insert email address]
Support Contact Person:	Ushir Maharaj	
Support Email Address:	[Insert email address]	
Support Telephone Number	[Insert telephone number]	
Customer Particulars	Details	
Name of Customer	[Insert name of customer]	
Type of Customer	[Insert type of customer (e.g. individual, corporation, partnership)]	
Company Number (if applicable)	[Insert registration number]	
VAT Number	[Insert VAT number]	
Domicilium Address (Legal Notices)	Physical Address	[Insert physical address]
	Postal Address	[Insert postal address]
	Email Address	[Insert email address]
Support Contact Person:	[Insert name of primary contact person]	
Support Email Address:	[Insert email address]	
Support Telephone Number	[Insert telephone number]	
Billing Contact Person	[Insert name of billing contact person]	
Designated Email Address for Invoicing	[Insert designated email address for invoicing]	
Payment Method	Debit Order / Direct Electronic Transfer	

B | SERVICES, ACCOUNTS AND FEES

Description of Purchased Services:		
Please select the Services to be included by marking an "X" next to the relevant items. Note: "The Works Package" includes full access to Document Control, Scout, and Bob (AI Assistant) bundled at a preferential rate. Full and updated services descriptions are available at: https://aultech.ai		
Service	Description	Select
The Works Package	Includes full access to Document Control, Scout, and Bob features as described below	☐
Document Control	- Automated workflows for site diaries, instructions, variation orders, and delay notices - OTP-verified electronic signature capability and support - Centralised management of site documentation - Standardised templates and forms (e.g., inspections, task briefings) - Version control and audit trails to ensure accuracy and compliance. - Requires no professional setup for standard use — customers can start using it immediately. - For enterprise clients seeking a tailored configuration or white-labelled solution, setup services are available.	☐
Scout Communication Management Platform	- AI analysis of internal communications (e.g., email sentiment, response times) - Customisable email agent to automate queries, sorting, alerts, rules and actions - Dashboards for visualising communication patterns and surfacing risks	☐
Bob Agentic AI Operator (Add-On unless included in Works Package)	- Bob is an optional AI-powered assistant, available as an add-on or bundled by default in The Works Package. - It functions as an agentic AI task manager and commercial assistant, integrated seamlessly with the Aultech ecosystem — including Scout and Document Control. - Intelligent Task Orchestration: Bob analyses communications (e.g., emails), detects action items (e.g., site instructions), and automatically generates tasks, calendar reminders, and to-do list updates. - Contract-Aware AI: Bob understands contractual requirements and proactively surfaces or assigns related tasks and deadlines based on contract clauses. - Conversational Interface: Users can interact with Bob directly — ask questions, receive suggestions, delegate admin tasks — or let Bob act on system triggers.	☐

	• Workflow Automation: Integrates with Document Control to auto-generate required notices and documentation, and with Scout to flag any missing items referenced in communication threads. • Productivity Enhancer: Reduces admin workload by automating routine communications and document drafting, helping project teams execute faster and more efficiently	
End Users and Admin Accounts		
Number of End User Accounts Purchased (incl. Admin Users)		
List: Authorised End Users (incl. Admin Users):	[Optional—List End Users or specify method of assignment]	
No. of Admin User Accounts:		
Services Term:	Initial Term Start Date:	[Insert Start Date]
	Initial Term End Date:	[Insert End Date]
Following the Initial Term, the Services Term will automatically renew for successive Renewal Terms unless terminated in accordance with the Agreement.		
Fees and Payment Terms		
Fee per End User: (ZAR)	ZAR [Insert Amount] per User/month or ZAR [Insert Discounted Amount] per User/year (prepaid annually with discount)	
Total Fees: (ZAR)	ZAR [Insert Total Amount]	
Billing Frequency:	☐ Monthly ☐ Annually (discounted)	
Payment Terms:	Within 30 days from date of invoice	
Note: A debit order instruction form may be provided separately and must be signed for account activation.		
Additional Terms (if any)	[Insert any additional terms, conditions, or variations specific to this Order Form. If none, state "None."]	
Effective Date:	[Insert Effective Date]	
Aultech will activate access to the Services upon receipt of all required onboarding information from the Customer.		

C | DECLARATION

By signing this Order Form, the Customer acknowledges and agrees that this Order Form is governed by the terms and conditions of the Aultech Services Agreement at: <https://aultech.co.za>.

This Order Form, together with the Aultech Services Agreement, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

D | SIGNATURES

SIGNED by CUSTOMER, as follows:

Signature per the Customer Account:	
Full Name:	Who warrants that he / she is duly authorised.
Designation:	
Place:	
Date:	

SIGNED by AULTECH, as follows:

Signature:	
Full Name:	Who warrants that he / she is duly authorised.
Designation:	
Place:	
Date:	