

**1. INTERPRETATION AND MEANINGS OF CERTAIN WORDS AND PHRASES**

- 1.1. Words importing the singular shall include the plural and vice versa.
- 1.2. Words denoting persons shall include natural human beings, legal entities and unincorporated associations of persons, and vice versa.
- 1.3. The headings in these terms and conditions shall not affect their interpretation.
- 1.4. Unless inconsistent with the context, the words and phrases set out below shall mean as follows:
  - 1.4.1. **"Activation Date"** means when a Service is configured and made available to the Customer.
  - 1.4.2. **"Affiliate"** of a Party shall mean a company or other legal entity which controls, is controlled by, or is under common control with such Party, but any such company or other legal entity shall be deemed to be an Affiliate only as long as such control exists, and for this definition, "control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting rights of the controlled or commonly controlled entity;
  - 1.4.3. **"Anticipatory Charges"** are charges levied to recover the amounts that Armata would have billed for a Fixed Term Agreement if the Contract had run its full term;
  - 1.4.4. **"Applicable Law"** means any of the following to the extent that it applies to the provision of the Services:
    - a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time.
    - b) the common law;
    - c) any binding court order, judgment or decree;
    - d) any applicable industry code, policy or standard enforceable by law;any relevant direction, rule, pronouncement, policy or order a regulator gives;
  - 1.4.5. **"Armata"** means Armata Cyber Security (Pty) Ltd, registration number 2022/240607/07, a private company incorporated in terms of the laws of the Republic of South Africa;
  - 1.4.6. **"Business Day"** means Monday to Friday, excluding Saturday, Sunday or a public holiday as defined under the Public Holiday Act, 36 of 1994;
  - 1.4.7. **"Commencement date"** means the date when Armata has accepted and processed the Contract or notified the Customer that it has agreed to provide the Customer with the Services set out in a Contract;
  - 1.4.8. **"Consumer"** means a Customer who is a consumer as defined in the CPA. **"Individual Consumer"** means a Consumer who is a natural person;
  - 1.4.9. **"Contract"** (when capitalised) means collectively, the documents with headings 'Contract', 'Quote' and 'General Terms and Conditions', together with any Product Terms, service level agreements and product rules concluded between Customer and Armata;
  - 1.4.10. **"CPA"** means the Consumer Protection Act, 68 of 2008 and regulations published in terms thereof, as amended or replaced from time to time;
  - 1.4.11. **"Customer Equipment"** means the equipment used with the Services but not managed by Armata;
  - 1.4.12. **"Customer Portal"** any Armata approved extranet(s) or system(s) with web-based access (or a combination thereof) where Customer and its authorised employees, agents and representatives may access to, amongst other things and where applicable:
    - a) view measurement data of selected Services;
    - b) have access to control panels and management interfaces to provision, upgrade, downgrade, increase, decrease (in general to manage) the Services;

- c) process termination of Services;
- 1.4.13. **"Customer"** means the person described in the Contract;
- 1.4.14. **"Due date"** means the date on which any amounts owed by Customer to Armata in respect of the Services become due and payable, as reflected on Armata's invoice;
- 1.4.15. **"Fixed Term Agreement"** refers to a Contract in terms of which the provision of Services is for a duration greater than one month;
- 1.4.16. **"General Terms"** means these general terms and conditions without the Quote or the Product Terms, but including any addendum to these terms;
- 1.4.17. **"Initial Period"** means the number of months applicable to the Fixed Term Agreement;
- 1.4.18. **"Interest Rate"** means an annual rate equal to 5% above the prime lending rate charged by Armata's bankers, calculated daily and capitalised monthly;
- 1.4.19. **"Managed Service Equipment"** means hardware equipment, managed by Armata in the provision of the Service;
- 1.4.20. **"Office hours"** means 08h00 to 17h00 on Business Days;
- 1.4.21. **"Parties"** means Armata and the Customer and **"Party"** means either Armata or Customer, as the context requires;
- 1.4.22. **"Product Terms"** means the specific terms and conditions applicable to Services provided to the Customer.
- 1.4.23. **"Quote"** means the document describing the Customer, the Services to be provided, and other administrative data; and
- 1.4.24. **"Renewal Period"** means 12 (twelve) months, which period will start on the day following the last day of the Initial Period;
- 1.4.25. **"Services"** means the provision of products or services as more fully set out in the Product Terms;
- 1.4.26. **"Software"** means any computer program provided to Customer through Armata acting as a principal, agent or distributor of the software licensor. Software may be embedded into Managed Service Equipment, supplied as a stand-alone application, or accessed via the internet or other web browsing method; and
- 1.5. When several days are provided between the happening of one event and another, the number of days must be calculated by: -
- 1.5.1. excluding the day on which the first such event occurs;
- 1.5.2. including the day on or by which the second event is to occur; and
- 1.5.3. excluding any public holiday, Saturday or Sunday.
- 1.6. In the event of a conflict between a Quote, Product Terms or the General Terms, the dispute shall be resolved by applying the following order of preference:
- 1.6.1. Product Terms and its annexures; thereafter
- 1.6.2. General Terms, thereafter
- 1.6.3. A Quote.

## 2. NATURE OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms govern the provision of all services and the relationship between Customer and Armata.
- 2.2. If Armata and Customer concludes multiple Contracts but only one set of General Terms, then that set will apply to all Contracts, regardless of whether the system-generated contract numbers on the documents are not the same.
- 2.3. If Armata and Customer concludes multiple Contracts, each with its version of General Terms, then the General Terms will apply only to the relevant Contract as evidenced by the system-generated contract number.

### 3. DURATION, RENEWAL AND TERMINATION FOR CONVENIENCE

#### 3.1. Commencement and duration of the Contract, billing start dates and renewal

- 3.1.1. The Contract will become binding on the Parties on the Commencement date. It will continue to be binding on each Party until the end of the Initial Period or any Renewal Period unless this Contract is terminated earlier by either of the Parties for cause on the grounds set out in the Contract.
- 3.1.2. The Initial Period will commence on the Activation Date of each Service.
- 3.1.3. If Customer is a juristic person, then Customer must:
  - a) give Armata written notice of its election not to renew the Contract at least 90 (ninety) days before the expiration of the Initial Period; or
  - b) conclude a revised Contract, failing which the agreement shall automatically renew for the Renewal Period.

#### 3.2. Cancellation or variation of the Services before the Commencement date

- 3.2.1. Where the Customer cancels or varies any of the Services before the Activation Date for any reason other than a breach on the part of Armata or Armata terminates the Contract (or part thereof) because of Customer's breach of the Contract, Armata will have the right to charge the Customer Anticipatory Charges, which amount shall be payable by the Customer on demand.

#### 3.3. Termination of a Fixed Term Agreement by an Individual Consumer for no cause

- 3.3.1. Where an Individual Consumer has concluded a Fixed Term Agreement, the Individual Consumer will have the right to terminate the Fixed Term Agreement, for no particular reason or cause, at any time, provided the Individual Consumer gives Armata at least 20 (twenty) Business days written notice of its election to terminate the Contract. Such termination will be subject to payment of a reasonable cancellation fee that will be determined and calculated when the notice to terminate is given by the Individual Consumer, using the guidelines set out under section 14 and regulation 5(2) of the CPA. Unless otherwise determined in any relevant Product Terms, such cancellation fee shall equal the value of the Anticipatory Charges.
- 3.3.2. On receipt of the termination notice, Armata will advise the Individual Consumer of the amounts still owed to it, namely all the arrear amounts owing to Armata in terms of the Contract up to date of termination and the cancellation fee. The Individual Consumer will pay Armata such amounts by the Due Date.

#### 3.4. Early cancellation of the Services

- 3.4.1. Where the Customer cancels the Contract (or part thereof) before the end of the Initial Period or a subsequent Renewal Period for any reason other than a breach on the part of Armata, or Armata terminates the Contract (or part thereof) for cause, Armata will have the right to charge the Customer Anticipatory Charges, which amount shall be payable by the Customer on demand.

### 4. INSTALLATIONS AND PROVISION OF THE ARMATA SERVICES

#### 4.1. Installation of Services, Managed Service Equipment, Customer Equipment and use of unauthorised devices

- 4.1.1. Unless agreed to the contrary in Contract, the Armata Service excludes any required Customer Equipment. The Managed Service Equipment and, where applicable, the Customer Equipment will be leased or sold to the Customer at the prices, fees or rates set out in the Contract, which includes these tiered options:
  - a) Delivery only where the Customer solely will install and configure the equipment supplied by Armata on receiving the equipment from Armata.
  - b) Armata will deliver the equipment, and set up, configuration and implementation of the equipment supplied by Armata. This is where the project phase is concluded and handed over to the Customer to manage and operate the installed equipment.
  - c) Armata will deliver the equipment, and set up, configuration and implementation of the equipment supplied by Armata. Armata will thereupon manage and operate the installed

- equipment as the Armata Managed Security Services based on defined Service Level expectations and service outcomes.
- 4.1.2. Where the Customer has agreed to purchase Customer Equipment from Armata, Customer shall not be entitled to withhold payment for the sale of Customer Equipment for trivial reasons.
  - 4.1.3. If the Customer requests that an installation be attended to after office hours, Armata may, if it can perform such after-hours work, charge an after-hours maintenance charge on a time-and-material basis as determined by Armata from time to time.
  - 4.1.4. Armata's duty to install the Managed Service Equipment or Customer Equipment will terminate once the Managed Service Equipment or Customer Equipment have been supplied and the Customer can receive the Services.
  - 4.1.5. If the Customer is not the owner of the premises where the Armata the Managed Service Equipment is to be installed, the Customer must, before any installation by Armata, at its own cost and expense, obtain written permission from the owner of such premises for any such installation. The Customer indemnifies Armata against losses, damages or claims resulting from the failure to obtain such permission.
  - 4.1.6. The Customer must, at its own cost and expense, ensure that optimum environmental conditions required for the proper management and/or functioning of the Managed Service Equipment or Customer Equipment are provided, such as adequate power supply, ventilation, cabling, lighting and lighting and wall/rack space.
- 4.2. **Use of the Services, Managed Service Equipment and related equipment**
- 4.2.1. The provision of any Service to the Customer does not confer on the Customer any right to resell the Service unless Customer has entered into a reseller agreement with Armata.
  - 4.2.2. The service may not be used to:
    - a) knowingly create, store or disseminate any illegal content;
    - b) infringe on any third party's intellectual property or copyright; and
    - c) send unsolicited electronic communications.
  - 4.2.3. For Armata to ensure the provision of the Service, to protect the integrity of the Armata systems or to deal with emergencies, the Customer must always whilst this Contract is in place:
    - a) comply with any instructions issued by Armata which concern the Customer's use of the Services;
    - b) provide Armata with all information relating to the Customer's use of the Services that Armata may reasonably require from time to time; and
    - c) allow Armata free access to the Customer's premises during reasonable hours to install, inspect, maintain or remove Managed Service or Customer Equipment.
- 4.3. **Failure and unavailability of the Services, Managed Service Equipment or Customer Equipment obtained from Armata**
- 4.3.1. Customer recognises that the cyber security solutions consist of multiple original equipment owners that are separately owned and not subject to Armata's control.
  - 4.3.2. Because of the position set out in clause 4.3.1 above, Armata does not warrant that the Services will be operational on a 24 (twenty-four) hour 365 (three hundred and sixty-five) days per year basis insofar as those cyber security solutions are always technically available.
  - 4.3.3. Furthermore, Armata expressly advises, and the Customer acknowledges and accepts that Armata does not manufacture the Customer Equipment, but by third parties. Armata will not be able to open Customer Equipment or to test or operate the selected Customer Equipment to ensure that they are fit for purpose and/or are intact before they are handed to the Customer.
  - 4.3.4. **Considering the disclosures housed under clauses 4.3.1 - 4.3.3 Armata expressly stipulates and the Customer acknowledges that Armata cannot warrant or guarantee that the Services and/or the Customer Equipment will:**
    - a) be free of errors or interruptions;
    - b) be available;
    - c) be fit for any purpose;

- d) not infringe on any third-party rights;
- e) be secure and reliable,

**except where the Services and/or Customer Equipment are found to be defective and such defect has been solely caused by Armata under sections 54, 55 and 56 of the CPA, where applicable.**

- 4.3.5. Considering the above disclosures, the Customer agrees that it will not be allowed to withhold any amounts due and owing to Armata, deduct any monies, or allege a breach of contract regarding any temporary unavailability of the Services.
- 4.3.6. Notwithstanding the provisions of clause 4.3.4 above, Armata will use its best endeavours where Armata can do so to notify the Customer of any failure of, or interruption to the Services and, where applicable, any required maintenance and repairs which may result from such failure, interruption or unavailability.
- 4.3.7. Where the Managed Service Equipment or, where relevant, the Customer Equipment is defective, then in such an event, the Consumer's rights will be limited to those set out under clause 9.
- 4.4. **Theft and Loss of Armata Managed Service Equipment and Customer Equipment provided by Armata**
  - 4.4.1. Whenever any Managed Service Equipment or Customer Equipment purchased from Armata has been delivered but is not yet paid for in full is lost, stolen or destroyed, the Customer must immediately notify Armata in writing and report to a police station that the Managed Service Equipment and or any other Armata equipment has been lost, stolen, misplaced or destroyed.
  - 4.4.2. Risk in the loss, theft or damage of the Managed Service Equipment and, where relevant, the Customer Equipment will pass to the Customer on the delivery date to the Customer's premises. Armata reserves the right to hold the Customer liable for the total replacement cost of the Managed Service Equipment or the relevant Customer Equipment and/or any other Armata equipment (and where the same equipment has been discontinued, then the total replacement cost of the most comparable available equipment).
- 4.5. **Maintenance of the Services and Managed Service Equipment**
  - 4.5.1. Throughout the term of the Contract the Service, any Managed Service Equipment used by the Customer will be deemed in good working order.
  - 4.5.2. Unless clauses 4.5.5 or 4.5.6 apply or expressly stated to the contrary, the costs for any repair and/or maintenance of the Service will be incurred and covered by Armata.
  - 4.5.3. Armata will attend to faults reported by the Customer during Office hours and apply its reasonable endeavours to restore the affected Service quickly.
  - 4.5.4. The Customer is responsible for maintaining all Customer Equipment.
  - 4.5.5. If the Customer requests that a fault be attended to immediately and requires repair work be carried out after office hours, Armata may, if it can perform such after-hours work, charge an after-hours maintenance charge on a time-and-material basis as determined by Armata from time to time.
  - 4.5.6. If Armata determines that the fault reported by the Customer was caused by the Customer or by any Customer Equipment or by any other equipment that Armata has not agreed to cover, the Customer will be liable for payment of the applicable call-out charges, as determined by Armata from time to time.

## 5. USE OF SOFTWARE

- 5.1. The Customer shall use any Software only for its intended purposes.
- 5.2. The Customer shall not nor permit anyone else to reverse engineer, decompile, modify, tamper with, amend, enhance, copy, sell, lease, license, sub-license or otherwise deal with the software or any part, variation, modification, release or enhancement thereof or have any software or any program written or developed for it based on the Software.
- 5.3. All rights of whatever nature in and to the Software and all upgrades, updates, modifications and variations to it from time to time shall vest in Armata or its licensors and no rights in and to the software, its upgrades, updates, modifications and variations to it are granted or assigned to the Customer. The

Customer shall not, at any time in any way, question or dispute the ownership of the Software and undertakes not to infringe or prejudice any rights of Armata or its licensors in and to the Software.

- 5.4. Armata shall upgrade any Software provided to the Customer under the Contract (and if not explicitly dealt with in the Contract at its sole discretion).

## 6. CUSTOMER PORTAL

- 6.1. Armata grants Customer a non-exclusive, non-transferable right to Customer Portal(s).
- 6.2. Access to any such Customer Portal shall be through an approved User ID or other authentication mechanism provided by Armata to Customer.
- 6.3. Any adjustments by Customer to Services on Customer Portal are binding, and Customer assumes full responsibility for payment obligations arising out of modifications made on Customer Portal.
- 6.4. Customer acknowledges that the documentation and information made available through Customer Portal shall be classified as Confidential Information of Armata. As such, disclosure and use of such documentation and information shall be governed by the terms of this Agreement relating to Confidential Information.
- 6.5. The Customer shall take all necessary steps to maintain the security and integrity of all User IDs in accessing the Customer Portal.
- 6.6. Customer shall inform Armata if Customer has any reason to believe that a User ID used in connection with accessing Customer Portal has or is likely to become known to someone not authorised to use it or is being or is expected to be used in an unauthorised way.
- 6.7. Armata reserves the right to suspend User ID access to Customer Portal of Customer if at any time Armata reasonably considers, after consulting with Customer whenever practicable, that there has been or is likely to be a breach of security of a User ID. Armata may issue replacement User IDs or cease suspension when Armata is satisfied that the security breach or threat of breach of security is resolved.
- 6.8. Customer understands that Armata may amend User IDs periodically to prevent unauthorised access to Customer Portal. The Customer will appoint an employee to whom Armata may communicate any such amended IDs.

## 7. GENERAL OBLIGATIONS OF EACH PARTY

- 7.1. In addition to its obligations as set out in the rest of these General Terms, Armata undertakes to:
- 7.1.1. adhere to the Applicable Law;
  - 7.1.2. deal with Customer employees and designated contractors in a courteous, respectful and professional manner and not in any manner act in an abusive way; and
  - 7.1.3. exercise the reasonable skill and care of a competent provider of the Services.
- 7.2. In addition to the Customer's specified obligations as set out in the rest of these General Terms, Customer undertakes that it, or where relevant, its employees will:
- 7.2.1. adhere to the Applicable Law;
  - 7.2.2. deal with Armata employees and designated contractors in a courteous, respectful and professional manner and not in any manner act in an abusive way; and
  - 7.2.3. raise any issues it is experiencing through a trouble ticket using the relevant telephonic, email or online facilities and provide Armata with any pertinent information it may require to resolve the trouble ticket.

## 8. CHARGES AND PAYMENT

- 8.1. In return for the supply of and access to the Services, the Customer agrees and undertakes to pay Armata the Charges.
- 8.2. **Currency and Shipping Costs**
- 8.2.1. Armata quotations are based on South African Rands (ZAR) for South African Customers.
  - 8.2.2. Any Customer outside the borders of South Africa will be quoted in USD, GBP or EURO based on conversion from ZAR on the day quoted, whereby non-ZAR currency quotations will be valid for 3 business days given the rate of exchange fluctuations.
  - 8.2.3. Products or Services being shipped to Customer locations outside of South Africa will be subject to shipping costs, withholding tax and any other in country taxations, and export

restrictions for designated countries, where applicable to specific vendors.

### 8.3. **Billing**

- 8.3.1. Armata will periodically provide the Customer, usually monthly, with a statement and an invoice for the amounts payable by the Customer. The invoice will be sent to the Customer by email.
- 8.3.2. Where there is an event which prevents an accurate determination of the number of units on which variable charges are determined for a billing period, the charges for the period in question shall be set as the average for the preceding 6 (six) billing periods (or lesser billing periods if the Service has been provided for a shorter time).
- 8.3.3. The invoice sent by Armata to the Customer is on the face of it, and until the contrary is proved, proof of the amount due by the Customer to Armata. The Customer is, however, entitled to query or dispute any part of the invoice per the provisions set out under clause 12. However, all undisputed portions of the invoice must be paid by the Due date.
- 8.3.4. If Armata determines that the disputed amount is in error, Armata shall credit the amount incorrectly debited. Should Armata determine and inform the Customer that the disputed amount was billed correctly, such payment, together with interest at the Interest Rate, shall be paid by no later than the Due date of the next invoice.
- 8.3.5. Armata can deliver the Armata supplied Managed Service Equipment and start billing for the Managed Service Equipment and delivery in the event that the Customer delays the implementation by longer than 20 working days from order if Armata supplied equipment stock is on hand. Set up, installation and configuration can be done and billed at a later stage by written agreement with Armata if the Customer requires a delay on the project.

### 8.4. **Payments**

- 8.4.1. Unless Armata agrees to the contrary in writing, invoices are payable on presentation through a monthly debit order or electronic funds transfer, or using a credit card. The first service invoice is issued upon service initiation and payable on presentation.
- 8.4.2. Invoices and statements are available for download in Customer Portal. Non-receipt of an invoice by the Customer shall, therefore, not be considered a valid reason for late or non-payment.
- 8.4.3. The Customer shall be liable and responsible for payment until payment has been received into Armata's bank account.
- 8.4.4. The Customer shall be in breach of the Contract by cancelling any debit order without the prior written consent of Armata or where any debit order is returned unpaid or stopped or should any charge card account or credit card account of the Customer be rejected. In such a case, Armata will have the right to suspend the Customer's account until such arrears amounts and interest have been received and paid in full.

### 8.5. **Changes to Charges**

- 8.5.1. Armata shall be entitled to increase any amounts reflected in the Contract, which will be relative to the Consumer Price Index. Increases linked to the Consumer Price Index usually are done once per year between January and April.
- 8.5.2. If there is a price increase on components of the Services beyond the control of Armata (for example, foreign exchange fluctuations, increased pricing on third-party products or services like software license fees, surcharges, taxes, withholding tax, import duties, rates or levies, increased charges from other network operators or delay caused by any instruction of Customer), then Armata shall be entitled to increase the Charges of the affected Service in proportion to the increase in cost.
- 8.5.3. Any increase per clauses 8.5.1 and 8.5.2 will be given to the Customer in writing.

### 8.6. **Unpaid accounts – Suspension of Services**

- 8.6.1. Where any amounts due to Armata by the Customer are not paid on the Due date, Armata shall give the Customer 7 (seven) days' notice to pay all arrears/outstanding amounts and start charging interest at the Interest Rate.
- 8.6.2. If the Customer's account remains unpaid or no written agreement is concluded to settle the arrears, Armata shall suspend the Customer's services. The suspension will stay in place until the Customer has paid all arrear amounts, interest and any applicable reconnection

- charges or the Contract is terminated by Armata.
- 8.6.3. If the Customer's account is in arrears, Armata shall be entitled to suspend all Services linked to the Customer's account, regardless of whether the suspended Services are delivered according to multiple Contracts.
- 8.7. **Spend Limit and payment terms**
- 8.7.1. Armata reserves the right to impose a monetary limit on the maximum value of Charges incurred by the Customer during each billing period. Armata shall be entitled after the Customer has been given 20 (twenty) days' notice of such overspend to which the Customer has not responded, to suspend the Services should the Customer exceed the maximum amount.
- 8.7.2. If Armata and Customer agrees on payment terms that are different to those set out in clause 8.4 and Armata had to provide Customer with a notice in terms of clause 8.6.1 twice in any rolling 12 (twelve) calendar month period, then Armata shall be entitled to revert to the default payment terms set out in this clause 8.

## 9. SUSPENSION, WITHDRAWAL OR TERMINATION OF THE ARMATA SERVICE

- 9.1. Armata may from time to time, and on notice where this is possible, suspend the Armata Service and, where applicable, the right to use the Managed Service Equipment, or in its discretion, disconnect the Managed Service Equipment from the Armata systems in any of the following circumstances:
- 9.1.1. for routine maintenance, modifications to, or unplanned maintenance of the Armata systems and/or any other systems involved in the delivery of the Services;
- 9.1.2. to mitigate against fraudulent or suspected fraudulent use of the Customer's Service;
- 9.1.3. per clause 8.6 or 8.7.1 above;
- 9.1.4. because of problems on third parties' infrastructure which has affected or disrupted the Armata Service;
- 9.1.5. where the Customer is abusing certain Services; and/or
- 9.1.6. where the Armata Service or Managed Service Equipment is found to contain a security risk or shortcoming which enables the Customer to exploit the Armata Service to the detriment of Armata;
- 9.2. The Customer accepts that the right to suspend the Services is necessary to maintain the quality of Services, the integrity of the Armata systems, and to protect the interest of both the Customer and Armata and that it will remain liable for all Charges which may be levied by Armata during the period of suspension.
- 9.3. Armata may, from time to time, and on notice where this is possible, and without prejudice to any other claims or remedies which Armata may have in terms hereof or in law, discontinue and/or terminate any part of the Contract, or in its discretion disconnect the Managed Service Equipment from the Armata systems in any of the following circumstances:
- 9.3.1. where the Armata Service or Managed Service Equipment has reached the end of its lifespan and is uneconomical to maintain or continue;
- 9.3.2. where there has been an insignificant interest in the use of a Service;
- 9.3.3. in response to an instruction from a law enforcement agency or any authority competent to issue such instruction;
- 9.3.4. if the Customer has received the Service because of fraud or misrepresentation;
- 9.3.5. if the Customer makes or offers to make any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act or any other applicable legislation;
- 9.3.6. if the Customer is using or permitting the use of the Service or any element thereof for any illegal purpose or in contravention of Applicable Law;
- 9.3.7. for any other reason incidental to 9.3.1 - 9.3.6 inclusive.

## 10. BREACH AND TERMINATION

- 10.1. Armata will have the right to cancel the Contract(s) without diminishing its right to claim any Anticipatory Charges or early termination penalties should the Customer:
- 10.1.1. Breach its payment obligations and have been suspended for non-payment for a period

- longer than 7 (seven) days; or
- 10.1.2. Breach any other term of this Contract and fails to rectify the breach within the notice period provided by Armata (which shall be a reasonable period given the circumstances of the breach); or
- 10.1.3. if the Customer has delayed the installation of the Service for longer than 3 (three) months.
- 10.2. Should Armata breach any material term of this Contract, then the Customer will have the right to provide Armata with a letter requiring Armata to rectify the breach within a period of 20 (twenty) Business Days. Should Armata neglect or fail to remedy such breach within the 20 (twenty) Business Days' notice period, then the Customer may cancel the Contract without penalty.
- 10.3. The Customer shall be liable for all costs, including legal costs on an attorney and client scale, tracing cost and collection commission incurred by Armata in respect of the enforcement of any obligations of the Customer in terms of this Contract.

## 11. SUPERVENING IMPOSSIBILITY

- 11.1. Except as expressly provided under the Contract, Armata shall not be liable to the Customer for failure to perform any obligation because of any acts of God, government restrictions or prohibitions or any other Government act or omission, any act or default of any supplier, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause, in so far as these were not foreseeable and beyond Armata's reasonable control.
- 11.2. During periods of supervening impossibility, Armata incurs costs to ensure that the Services are immediately available to the Customer on cessation of the supervening impossibility, and Customer shall therefore be liable for the Charges during the period of supervening impossibility, subject however to Customer's right set out in clause 11.3 below.
- 11.3. Should any event contemplated in this clause prevent uninterrupted Service for a period exceeding four weeks, the Customer shall be entitled to terminate the affected Service without penalty.

## 12. CUSTOMER ASSISTANCE, DISPUTES OR COMPLAINTS

- 12.1. Armata can be contacted for technical support at [support@armata.co.za](mailto:support@armata.co.za) or 087 162 0030 and account queries at [billing@armata.co.za](mailto:billing@armata.co.za) or 087 162 0020.
- 12.2. If the Customer experiences any trouble with any of the Services or with the Charges, it must bring the problem to Armata's attention by raising a trouble ticket with Armata by telephone, email or in the Customer Portal. The issue will then be logged and detailed, and the Customer will be provided with a reference number.
- 12.3. Armata will use its best endeavours to attend to the trouble tickets as soon as possible, depending on the problem's complexity, nature, and resource availability.

## 13. CONSEQUENCES OF TERMINATION

- 13.1. After termination of the Contract for whatever reason:
  - 13.1.1. Customer immediately has a duty to ensure that Managed Service Equipment is returned to Armata;
  - 13.1.2. Armata may, on reasonable notice and in the Customer's presence, enter the Customer's premises to remove the Managed Service Equipment; and
  - 13.1.3. Customer will remain liable for and will pay on demand all charges and/or costs outstanding at the time of termination or accrued after that because of the termination.

## 14. LIMITED LIABILITY AND INDEMNITY

- 14.1. The Customer is responsible for maintaining the security of its internal network from unauthorised access through the Internet. Armata shall not be liable for unauthorised access to the Customer's network or other breaches of the Customer's network security.
- 14.2. Armata assumes no responsibility for the integrity, correctness, retention or content of the Customer's electronic data.
- 14.3. **Subject to the provisions of clause 14.6 below, Armata shall not be liable to the Customer or to any third party for claims that arise or occur because of the Customer's use of the Services, whether such claim, action or damage is direct or indirect, consequential or contingent. Armata**

shall not be liable for any loss of life; injury; medical expenses; support; financial loss or financial support; loss of earnings; loss of profit and/or income; loss of revenue; loss of business or goodwill; any other special damages; or any general damages – regardless of whether it was foreseeable or flowed naturally from the use of the Services.

- 14.4. **Armata's maximum liability to the Customer for any proven, direct damages caused solely by the negligence or wilful conduct of Armata shall be limited to payments received in the three (3) months immediately preceding the cause of action.**
- 14.5. Customer indemnifies Armata against any claim or action brought by any third party arising from Customer's use of the Services.
- 14.6. Where a Consumer suffers any loss or damages because of the use of the Armata Service, the Consumer, in this case, will be allowed to avail itself to the provisions housed under section 61 of the CPA but subject always to the defences and exceptions permissible and available to Armata and its service providers under section 61 of the CPA.
- 14.7. The limitation on liability set out above is in addition to any limitation of liability set out elsewhere under the Contract.

## 15. PROCESSING OF PERSONAL INFORMATION, RIGHTS TO PRIVACY

- 15.1. Armata reserves the right to make general credit reference enquiries about the Customer and to check the correctness of the information that has been supplied. Armata shall also be entitled to furnish any information relating to the Customer's account and compliance with these conditions to any registered credit bureau.
- 15.2. The Customer warrants and represents that all information it supplies is accurate, correct and complete.
- 15.3. The Customer consents that Armata may share data, including but not limited to Personal Information of the Customer ("Customer Data"), with its Affiliates, subcontractors and the persons specified in its Privacy Policy ("Permitted Persons") to enable the performance of the Services ("Permitted Purpose").
- 15.4. Armata undertakes to and shall procure that its Permitted Persons use the Customer Data for the Permitted Purpose only or as may be required or permitted by law.
- 15.5. Customer consents that Armata may transfer Customer Data beyond the border of the Republic of South Africa. Such transfer of Customer Data shall be to Permitted Persons only.
- 15.6. If disclosure of the Customer Data is required by law, Armata shall notify the Customer before making any such disclosure unless such prior notification is not reasonably practicable or is not permitted by applicable laws.
- 15.7. In respect of any Customer Data, Armata warrants and undertakes that:
  - 15.7.1. it shall comply with Armata's Privacy Policy;
  - 15.7.2. it shall only Process the Customer Data for the Permitted Purpose (other than to comply with any applicable laws to which Armata is subject);
  - 15.7.3. it shall have in place appropriate technical and organisational security measures to protect the Customer Data and to prevent the damage to, unauthorised destruction to and unlawful Processing of Customer Data;
  - 15.7.4. it shall retain and delete Customer Data in the manner outlined in clauses 15.7.5 to 15.11;
  - 15.7.5. it shall comply with all applicable data protection laws in relation to the Personal Information.
- 15.8. It is recorded that Armata shall only subcontract its Processing of any Personal Information contained in the Customer Data to the Permitted Person by way of a written agreement with the Permitted Persons which imposes the same obligations on the Permitted Persons as are imposed on Armata in these terms. Where the Permitted Person fails to fulfil its data protection obligations under these terms, Armata shall remain fully liable to you for performing the Permitted Person's obligations.
- 15.9. The Customer agrees that, unless otherwise requested by it in writing for Armata to delete the Customer Data, Armata shall retain Customer Data subject to appropriate security safeguards being implemented to safeguard the information from unauthorised access or destruction.
- 15.10. The Customer agrees that, apart from information being deleted by the written request contemplated in clause 15.9, the Customer Data may be retained by Armata.
- 15.11. Subject to applicable laws, Armata agrees that it shall delete, de-identify, or hand over any of the Customer Data in its possession or control by such date as specified in the written request by the

Customer requesting the deletion or handing over of such information or a such later date which is reasonable and practicable in the circumstances, together with written confirmation that no copies of such information remain in its possession, unless Armata is required or permitted to retain the Customer Data by Applicable Law.

## 16. NON-SOLICITATION

- 16.1. From the Commencement date up to twelve (12) months after termination of all Services under this Agreement, the Customer shall not, directly or indirectly, solicit for employment or employ any employee of Armata, without obtaining Armata's prior written consent. The term "solicit for employment or employ" shall not – subject to the balance of the provisions of this clause 16 – include any general solicitation of employment not specifically directed towards employees of the Armata.
- 16.2. It is anticipated that during dealings between the Parties, Armata may reveal to Customer specific names of sub-contractors, networks, service providers etc. ("Designated Parties"), which is proprietary, confidential information. Customer agrees not to circumvent or permit any other party or persons on their respective behalf to circumvent Armata in any way, manner, or form regarding any transactions, agreement or arrangement, discussions or negotiations during the term of this Agreement.
- 16.3. Customer agrees to notify Armata in writing of all inquiries about proposed transactions, any agreement or arrangement, discussions or negotiations from a Designated Party of Armata. Should a Designated Party attempt to make any introductions or approach Customer directly for any sales opportunity, marketing strategy, or business relationship, Customer hereby agrees to notify Armata in writing immediately.

## 17. GENERAL

- 17.1. **Cession, delegation, assignment:** The Customer may not cede, delegate, assign, charge, transfer or otherwise dispose of this Contract or any rights or obligations therein in whole or in part, without the written consent of Armata. Such consent shall be reasonable and timely. Armata may assign some or all of its rights and obligations hereunder to any third party of its choice, in its sole discretion, and without the Customer's consent.
- 17.2. **Applicable laws and Jurisdiction:** This Contract will be interpreted and governed by the laws of South Africa.
- 17.3. **Variation and Amendment:** Subject to and save where the right to amend the Contract has been mentioned explicitly under the Contract, neither Party may vary the terms of the Contract unless the other Party agrees to such variation and the variation is reduced to writing and signed by both Parties.
- 17.4. **Consumer status:** Certain rights have been granted to a Customer who is a Consumer. Armata reserves the right to withhold any of these rights and/or resultant benefits until the Customer can prove to Armata, which proof may be in the form of a set of financial statements or an identity document, that it is a Consumer (and in the case of a right which it wants to exercise under section 14 of the CPA, that it is an Individual Consumer). Where the Customer cannot show that it is a Consumer or Individual Consumer, Armata reserves the right to reverse or call for a refund of any rights or benefits permitted under the CPA and which the Customer has unlawfully taken advantage of.
- 17.5. **Customer details and changes to it:** The Customer agrees to supply Armata with such information, documentation and signatures that Armata may reasonably require at the time that the Contract is concluded to give effect to the payment arrangements of the Contract. Any subsequent changes that affect the information supplied to Armata, such as bank account or legal service address, must be brought to the immediate attention of Armata in writing.
- 17.6. **Whole Contract:** The Contract contains the sole and entire record of the agreement between the Parties. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in writing and signed by both Parties or otherwise created by operation of law. For clarity, where it appears from the context of multiple Contracts concluded between the Parties that they are intended to be read as one Contract, then the Contracts shall not be considered separate and divisible Contracts. In such event, conflicting provisions of General Terms shall be resolved with the ordinary rules of interpretation.
- 17.7. **Indulgences:** No indulgence, leniency or extension of time which either Party ("the grantor") may grant or show to the other shall in any way prejudice the grantor or preclude the grantor from exercising any

of its rights in the future. Any indulgence or the relaxing of the Contract's provisions by the grantor shall not prejudice the right of the grantor to insist on the strict compliance by the defaulting Party of its undertakings and obligations in terms of the Contract.

- 17.8. **Severability:** If any of these terms and conditions are unenforceable, the offending clauses will be severed from the remainder of the Contract, which will continue to be binding and enforceable.

## 18. LEGAL ADDRESS FOR SERVICE

- 18.1. The Parties choose the addresses set out below as their chosen place to receive legal notices:
- 18.1.1. Armata at Rutherford Estate, 1 Scott Street, Waverley, Johannesburg, South Africa. Notices must also be emailed [legalnotifications@armata.co.za](mailto:legalnotifications@armata.co.za); and
  - 18.1.2. the Customer at the physical or residential address specified in the Services Contract. Where the Customer has entered into multiple Services Contracts, then the physical address specified in the Services Contract most recently signed by the Customer or its authorised representative.
- 18.2. All notices given in terms of this Contract shall be in writing. General notices that do not commence legal proceedings shall be sufficiently provided to either Party via email or, where applicable, by any other electronic messaging service.

## 19. CANCELLATION PROCESS

- 19.1. Unless Armata expressly agrees to the contrary in writing, Customer must cancel services on at least 90 (ninety) days' advance notice to take effect at the end of the Initial Period or the Renewal Period, failing which Armata may charge the Customer a cancellation fee.
- 19.2. Cancellations must be processed through the cancellation request form in the Customer Portal, or the Customer must send a cancellation request to [cancellations@armata.co.za](mailto:cancellations@armata.co.za). The online cancellation request form will reflect the duration left for each Service and the cancellation fee (if any) for each Service. Cancellations received by email will be followed up with a quote setting out the cancellation fee (if any) for each Service.
- 19.3. Email cancellations must contain at least the following information:
- 19.3.1. The Customer's account number; and
  - 19.3.2. The Service/s to be cancelled is described on the Customer's invoice.
- 19.4. Armata will only be deemed to have received a cancellation notice if it has issued the Customer with written confirmation of receipt and a unique reference number. If Customer is not furnished with a unique reference number within 48 hours of transmitting its cancellation notice, Customer must escalate to [cancellations@armata.co.za](mailto:cancellations@armata.co.za).
- 19.5. Armata's processing of a cancellation request shall be without prejudice to its right to any claim it may have in terms of this Contract. Customer acknowledges that in many instances, cancellation of Services is not reversible or may attract financial penalties, and therefore Armata may delay the actual termination of Services after acknowledging receipt of a cancellation notice to communicate to Customer the consequences of termination and to allow Customer to withdraw a cancellation notice.
- 19.6. Customer shall remain liable for any Charges raised by Armata against the Customer's account after the Customer has sent Armata a cancellation notice that is not processed in the manner set out herein.