SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("Agreement") is made by and between Boxfusion (Pty) Ltd. ("Boxfusion"), A private company incorporated in the Republic of South Africa (Registration number: 2012/225386/07) and the entity that has licensed from Boxfusion products and services ("Customer") either directly or from an Authorised Reseller of Boxfusion products ("Authorised Reseller"). This Agreement shall become effective upon the execution of an Order Form (as defined below) that incorporates its terms (the "Agreement Effective Date").

1. Definitions

1.1   "Affiliate" means an entity that controls, is controlled by, or is under common control with Customer, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity.

1.2   "Documentation" means the documentation provided with the Software to Customer hereunder, together with any and all new documentation releases, corrections and updates furnished by Boxfusion to Customer under this Agreement.

1.3   "Effective Date" means the date on which the Order Form is signed by the Customer.

1.4   "Named User" means a specific individual identified by a valid e-mail address, employee number, or mobile number who can access the Software and/or a Software Module irrespective as to whether any such Named User is actively logged on to the Software Module at any point in time.

1.5   "Order Form" means (i) a Boxfusion order form accepted by both Parties, pursuant to which Customer may order Software and Services from Boxfusion, or (ii) any document accepted by and between an Authorized Reseller of Boxfusion pursuant to which Customer may order Boxfusion Software and Services from Boxfusion.

1.6   "Services" means collectively the Professional Services and/or Support and Maintenance.

1.7   "Software Subscription" means Customer's non-exclusive, non-sublicensable, revocable right to use the applicable Software, subject to the terms of this agreement, for the Subscription Term.

1.8   "Subscription Term" means the period of time as from the Effective Date for which a Software Subscription is valid, as set forth in the applicable Order Form together with any renewals thereon.

1.9   "Software" means the object code version of the Boxfusion proprietary software for which Customer has purchased a Software Subscription hereunder, as indicated on the applicable Order Form, along with any Updates thereto provided by Boxfusion to Customer hereunder. Software shall also include any Documentation and any Updates of the same specific Software provided to the Customer under this Agreement.

1.10 "Software Module" means a logical sub-set of the functionality provided by the Software which is licensed separately from other Software Modules as indicated on the applicable Order Form. In other words, the Software may be composed of one, or more Software Modules, each of which will have a maximum allowable number of Named Users as specified in the Order Form.

1.11 "Update" means any major release, minor release, bug fix, service pack and/or patch of or for the Boxfusion Software that is made generally available by Boxfusion to its customers during the term of this Agreement.

2. Software Subscriptions

2.1 Grant of License. Subject to all of the terms and conditions of this Agreement, including the payment of all applicable fees, Boxfusion grants to Customer a Software Subscription for use internally, but only in accordance with (a) the technical specification Documentation generally made available by Boxfusion to its customers with regard to the specific Software ("Documentation"), (b) this Agreement and (c) any volume, user, field of use, configuration or other restrictions set forth in the applicable Order Form or this Agreement. "

2.2 Named Users. Customer may register the number of Named Users on the Software as specified in the applicable Order Form. For clarity, registration of Named Users in excess of such number shall not be deemed a breach of this Agreement provided that Customer pays the charges for such excess usage described in Section 5.2.

2.3 Subscription Terms and Renewals. The Software is licensed under each Order Form on a subscription basis ("Subscription") for the Subscription Term as from the Effective Date. Unless terminated earlier in accordance with Section 6, each Subscription Term will be renewable upon expiration of the initial Subscription Term for an additional successive one (1) calendar year. In order to renew the Subscription, the Customer shall be required to give the Boxfusion notice of such renewal at least thirty (30) days prior to expiration of the then-current Subscription term. Unless otherwise specified on the Order Form, the rates for any Subscription Term renewals shall be rates of the current Subscription adjusted for CPI as determined by Statistics South Africa.

2.4 Installation and Copies. Customer may copy and install on Customer's computers for use only by Customer's employees, Affiliates and Contractors (each as defined in Section 2.5 below) as many copies of the Software as is designated on the applicable Order Form. Customer may also make a reasonable number of copies of the Software for back-up and archival purposes.

2.5 Use by Affiliates and Contractors. Subject to the terms and conditions of this Agreement, Customer's Affiliates and Contractors may use the licenses granted to Customer, provided that (a) such use is only for Customer's or such Affiliate's benefit, (b) Customer agrees to remain responsible for each such Affiliate's and Contractor's compliance with the terms and conditions of this Agreement and (c) upon request Customer will identify each such Affiliate and Contractor. Use of the Software by the Affiliates, Contractors and Customer in the aggregate must be within the restrictions in the applicable Order Form.

2.6 License Restrictions. Customer shall not (and shall not allow any third party to):

a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever;

b) distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or like purposes;

c) remove any product identification, proprietary, copyright or other notices contained in the Software;

d) modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Boxfusion; or

e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

3. Ownership

3.1 Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Boxfusion and its suppliers have and will retain all rights, title and interest in and to the Software (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications, Updates, and derivative works thereof, even if effected at the Customer's specific instance and request. Customer acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.

4. Delivery and Use Manager

4.1 Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form.

4.2 Customer understands and agrees that upon activation of the Software, Boxfusion may activate a software component ("Use Manager") that will provide certain information to Boxfusion regarding the system environment in which the Software is operating, and will monitor the use and security of the Software. For example, the Use Manager uses HTTP protocol and encryption to provide information about the Operating System, amount of RAM, type and number of CPUs and MAC address, as well as the Customer name, version of the Software being used, and number of active users, provided, however, that under no circumstances does the Use Manager capture or transmit to Boxfusion any Customer data being processed by the Software. In this regard, and to the extent that this may be regarded in the Protection of Personal Information Act, 2013 as Personal Information so defined, the Customer specifically consents to the use of such Customer data in the manner referred to in this section.

5. Invoicing and Payment

5.1   Payment. All payments are non-refundable (except as expressly set forth in this Agreement) and shall be made in South African Rand. Unless otherwise specified on the applicable Order Form, all Subscription fees, Professional Services fees, training fees, and setup fees are due within thirty (30) days of Boxfusion's or Authorised Reseller's invoice.

5.2   Audit Rights and Excess Usage. Boxfusion shall have the right at its expense to audit Customer's usage of the Software for the sole purpose of verifying compliance with the terms of this Agreement; Provided that Customer is provided at least ten (10) business days advance written notice of Boxfusion's intention to audit. If the audit reveals Customer has exceeded the number of Named Users recorded in the Order Form, then Customer shall pay for the excess usage and for any ongoing excess usage, as invoiced by Boxfusion on a subsequent invoice.

5.3   Customer understands and agrees that: (i) in case of breach by Customer of the payment terms stipulated in this Agreement, Boxfusion will have the right to suspend the Software Subscription, access to the Software and provision of the Services and such suspension will not give rise to any modification of the amount of the Software Subscription fee or to any extension of the Subscription Term; (ii) the Software will, in the absence of any renewal of the Subscription Term, be disabled automatically upon the expiration of the Subscription.

5.4   Purchases through Authorised Resellers. In the event Customer purchases a Software Subscription through an Authorised Reseller of Boxfusion, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to pricing, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such Authorised Reseller. In the event Customer ceases to pay the Reseller, or terminates its agreement with the Reseller, Boxfusion shall have the right to terminate Customer's access to the Software and the Software Subscription at any time upon thirty (30) days' prior written notice to Customer, unless Customer and Boxfusion have agreed otherwise in writing. Boxfusion shall not be liable for any disputes arising from or in connection with the transaction between the Customer and such Authorised Reseller, and shall not and are not required to mediate or resolve any such disputes or disagreements.

6.   Term of Agreement

6.1   Termination. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any liquidation, receivership, trust deed, creditors a compromise, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise Upon any expiration or termination of this Agreement, Customer shall cease any and all use of any Software and destroy all copies thereof and so certify to Boxfusion in writing.

6.2   Survival. Sections 2.6 (License Restrictions), 3 (Ownership), 4 (Invoicing and Payment), 6 (Term of Agreement), **Error! Reference source not found.** (Granting of Perpetual License), 12 (Non-Solicitation of Staff), 7.3 (Disclaimer), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 14 (General), and Customer's right to Work Product and ownership of Customer Content described in Section 9, in addition to every other section which, of necessity is required to survive termination, shall survive any termination or expiration of this Agreement.

7.   Limited Warranty and Disclaimer

7.1   Limited Warranty. Boxfusion warrants to Customer that for a period of ninety (90) days from the Effective Date (the "Warranty Period"), the Software shall operate in substantial conformity with the Documentation. Boxfusion does not warrant that Customer's use of the Software will be uninterrupted or error-free, will not result in data loss, or that any security mechanisms implemented by the Software will not have inherent limitations. Boxfusion's sole liability (and Customer's exclusive remedy) for any breach of this warranty shall be, in Boxfusion's sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or work-around which corrects the reported nonconformity, to replace the non-conforming Software with conforming Software, or if Boxfusion determines such remedies to be impracticable within a reasonable period of time, to terminate the applicable Subscription Term and refund the Subscription fee paid for the non-conforming Software. Boxfusion shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

7.2   Exclusions. The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by Customer or any third party; (c) to defects in the Software due to accident, abuse or improper use by Customer; or (d) to items provided on a no charge or evaluation basis.

7.3   Disclaimer. THIS SECTION 7 CONTAINS A LIMITED WARRANTY AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 THE SOFTWARE AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER BOXFUSION NOR ANY OF ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

8.   Support & Maintenance

8.1   Boxfusion shall provide the support and maintenance services set forth on Exhibit A ("Support and Maintenance") for each Subscription Term.

9.   Professional Services

9.1   Professional Services. Boxfusion shall provide professional consulting services ("Professional Services") purchased in the applicable Order Form. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) assistance with Software installation, deployment, change management, and usage; or (b) development or delivery of additional related Boxfusion copyrighted software or code. Boxfusion shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by Boxfusion (or its agents) ("Work Product"). Unless otherwise specified in the applicable SOW, Customer shall have a perpetual right to use and distribute any Work Product delivered as part of the Professional Services for any internal business purpose, but may not distribute the Work Product to third parties as part of a product or service. Professional Services may be ordered by Customer pursuant to a Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Boxfusion shall commence work under such SOW. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form.

9.2   Customer Obligations. Customer agrees to provide Boxfusion with such cooperation, materials, information, access and support which Boxfusion deems to be reasonably required to allow Boxfusion to successfully provide the Professional Services.   Customer understands and agrees that Boxfusion's obligations to provide Professional Services are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

9.3   Expenses. Customer shall reimburse Boxfusion for all reasonable travel, accommodation, communications, and out-of-pocket expenses incurred in conjunction with provision of the Professional Services ("Expenses"), provided that Boxfusion agrees that any such reimbursement may, at Customer's written request, be limited by Customer's standard travel reimbursement policies.

9.4   Customer Content. Customer hereby grants Boxfusion a limited right to use any Customer data or other materials provided to Boxfusion in connection with the Professional Services (the "Customer Content") solely for the purpose of performing the Professional Services for Customer. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Content.

10.   Limitation of Remedies and Damages

10.1   BOXFUSION SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STRICT

LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BOXFUSION'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO BOXFUSION UNDER THIS AGREEMENT.

10.3 The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Confidential Information

11.1 Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Software, Documentation or technical information provided by Boxfusion (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Boxfusion without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. Without limiting the foregoing, Customer shall ensure that its Procurement Agent is subject to written confidentiality terms that are no less protective of Boxfusion than the terms of this Agreement. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For clarity, the above confidentiality restrictions do not apply to Customer's use of Work Product.

12. Non-Solicitation of Staff

Customer will not, without the prior written consent of Boxfusion, during the Term and for a period of 2 (two) years thereafter, whether directly or indirectly (which may also include being effected through any associated entity or person), make any offer of employment, employ or engage any of the Boxfusion's contractors or employees, or otherwise assist, or attempt to assist, any of the Boxfusion's contractors or employees in leaving the custom or employ of Boxfusion.

13. Customer Acknowledgement

13.1   Customer agrees that Boxfusion may publicly disclose Customer as a customer of Boxfusion.

14. General.

14.1   Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 14.1 will be null and void.

14.2   Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

14.3   Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the Republic of South Africa. The jurisdiction and venue for actions related to the subject matter hereof shall be the either the South Gauteng High Court or the Johannesburg Magistrate's Court, and both parties hereby submit to the jurisdiction of such courts.

14.4   Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

14.5   Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth in the Order Form and shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service or (d) on dispatch if sent by email.

14.6   Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorised representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorised representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

14.7   Entire Agreement. This Agreement, its annexures, coupled with the Order Form, is the complete and exclusive statement of the mutual understanding of the parties and supersedes

and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that Boxfusion offers subscription-based products and that, in order to provide improved customer experience, Boxfusion may make changes to the Software or Documentation. In such event, Boxfusion will update the Documentation accordingly.

14.8 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.9 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

14.10 Third-Party Code. The Software may contain or be provided with components subject to the terms and conditions of third party "open source" software licenses ("Open Source Software"). To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

EXHIBIT A

COMMERCIAL SOFTWARE SUPPORT POLICY

I. Overview

This Commercial Software Support Policy ("Support Policy") describes the policies and procedures under which Boxfusion provides support and maintenance services ("Support") for its proprietary commercial software product SmartGov ("Software").

Support is provided for the Software pursuant to the separate Subscription License Agreement, to which this is attached, under which Customer has purchased Support and is subject to the terms and conditions of that separate agreement and the terms of this Support Policy. Support is provided for the Subscription Term specified in the Order Form or Subscription License Agreement, or for the period otherwise specified in the Subscription License Agreement.

Support is provided through the Software's online web-based support portal (the "Support Portal"), and if indicated on the Support Matrix (see Schedule 1, attached), also by telephone.

This Support Policy sets forth expectations for Support between the Customer and Boxfusion's Customer Support, including:

   a) who is authorized to submit issues;
   b) how to submit issues;
   c) what types of issues are supported; and
   d) how and when Boxfusion resolves and closes reported issues.

II. Scope of Support

What Support Includes

Boxfusion shall provide Customer with Support consisting of the following:

   a) Unlimited Bug fixes – Any defects identified during the Subscription Term in respect of the Software will be fixed at no additional cost. As to whether this is deemed a bug shall be in the sole discretion of Boxfusion.
   b) Software Updates – Boxfusion from time to time releases new versions of its Software which include bug fixes as well as functional and non-functional enhancements. Any new Software versions released during the Subscription Term will be made available to Customer for installation at its own discretion and at no additional cost.
   c) Annual Support and Maintenance Allowance - An additional allowance of dedicated Boxfusion Senior Developer and/or Support Engineer time as indicated in Schedule 1 or the Order Form will be available to Customer for use at its discretion to assist with any system related enquiries or tasks (over and above system defect related enquiries). This additional allowance is typically used for the following types of tasks:
      i. Assisting Customer's helpdesk with diagnosis and resolution of more complex issues

      ii.   Customization of business rules and/or processes as they change

      iii.   Installation of new Software Updates that are made available

      iv.   Providing addition technical training

Any hours from the Annual Support and Maintenance Allowance left unused at the end of an each 1 calendar year anniversary as from the Effective Date shall automatically expire.

d) End-user Training – Up to a maximum number of training instances as stipulated in Schedule 1 or the Order Form will be made available annually for use by Customer. For each training instance Boxfusion will avail a trainer and assistant for a full day for the delivery of on-site training in a classroom format or one-on-one basis depending on the Customer's requirement. Multiple sessions may be scheduled on the same day time permitting. Should the delivery of training require travel outside of Gauteng, the cost of the travel will be for the Customer's account and will follow Customer travel policy. Any Training Instances unused at the end of each 1 calendar year anniversary as from the Effective Date shall automatically expire.

What Support Excludes

The following are excluded from Boxfusion's Support obligations:

a) Software that is used on or in conjunction with hardware or software other than as specified in the applicable Documentation;

b) altered or modified Software, unless altered or modified by Boxfusion;

c) defects in the Software due to accident, hardware malfunction, abuse or improper use;

d) Support for unsupported releases or updates from unsupported releases;

e) "beta" releases, evaluation software or other software provided at no charge;

f) any Software sold separately by Boxfusion, including, without limitation, consulting code, unless generally made available to Boxfusion's subscription customers at no additional charge for the Software;

g) training, customization, integration and any issues arising from non-standard usage of the Software;

h) Other Support which is deemed excluded at the reasonable discretion of Boxfusion.

III. Incident Submission and Resolution

Customer shall obtain Support by reporting individual issues to Boxfusion. Each individual issue reported to Boxfusion shall be tracked from initial report through final resolution (each such issue, an "Incident").

Submitting Incidents

Who May Submit Incidents

Support is intended to provide assistance to individuals for issues and questions beyond what is covered in Documentation and introductory material. Customers are expected to make every effort

to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally. To be qualified, these individuals should know the systems, , policies, and practices in use by the Customer, and they should also be proficient users of the Software. Each such qualified contact is a "Contact".

Customer shall be entitled to designate the number of Contacts specified in the Support Matrix as authorized to submit support Incidents. Customer is responsible for designating at least one authorized Contact at time of purchase. That individual may submit change requests to the list of authorized support Contacts in writing through the channel(s) specified under Schedule 1.

How to Submit Incidents

Incidents are to be submitted to Boxfusion by a Contact through the communication channel(s) (Support Portal and where applicable, by phone) specified under Schedule 1.

How to Report an Incident

In order to expedite the resolution of Incidents, Boxfusion expects that Customer will make every attempt possible to:

a) Verify that the Incident is reproducible on the supported platforms for the Software (as applicable).

b) Provide information necessary to help Boxfusion track, prioritize, reproduce or investigate the Incident, such as, but not limited to, Customer name and organization.

c) A full description of the issue and expected results.

d) Category of issues: general question, defect, enhancement request, etc.

e) Steps to reproduce the issue and relevant data.

f) Any applicable log files or console output.

g) Exact wording of all issue related error messages.

h) Any special circumstances surrounding the discovery of the issue, i.e. first occurrence or occurred after what specific event, Customer's business impact of problem and suggested priority for resolution.

i) Identifying issue number in any ongoing communications with Boxfusion on an existing issue.

Support Response and Incident Resolution

Software Incident Response

For each Incident reported by Customer in accordance with these procedures, Boxfusion shall:

a) Confirm receipt of the reported Incident within the acknowledgement time specified in the Support Matrix.

b) Set a Priority Level for the Incident in accordance with the terms below.

c) Begin responding to the Incident within the response time specified in the Support Matrix.

d) Analyse the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional

information, logs and re-execution of commands to help identify the root cause and dependencies of the reported issue.

e) Develop, test and install a software patch where Incident is caused by a system defect

f) Give Customer direction and assistance in resolving the Incident.

g) Keep a record of ongoing communications with Customer.

h) Use reasonable commercial efforts to resolve the Incident in accordance with the target resolution times set forth in the Support Matrix.

Remote access

Boxfusion will be provided with remote access to the Software to enable the rapid diagnosis and resolution of incidents.

Stop Clock Incidents

Measurement of the resolution time is interrupted by any occurrence beyond the reasonable control of Boxfusion and caused without its fault or negligence to the extent it prevents Boxfusion to render the services. These occurrences include but are not limited to the following:

a) No or delayed access to Customer premises to restore the Services;

b) Any Customer action that the Service Provider is dependent on to resolve the incident including but not limited to testing and the contactability of Customer;

c) Scheduled and agreed downtime e.g. for maintenance purposes.

d) Reasonable travel time to Customer location

Priority Levels

NT will prioritize Incidents according to the following criteria:

P1 = Issues which make the Software completely inaccessible or the majority of its functionality unusable for Customer.

P2= means an issue that significantly degrades performance of the Software or materially restricts Customer's use of or the functionality of the Software.

P3= means an issue that causes only a minor impact on Customer's use of the Software.

P4= means any other request for guidance or information.

Resolution and Closure of Incidents

Incidents shall be closed in the following manner:

For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or where incident is due to a system defect, bug fix or creation and installation of a software patch.

In the event that custom or unsupported plug-ins or modules are used, Boxfusion may ask, in the course of attempting to resolve the issue, that the Customer remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then Boxfusion may consider the issue to be resolved.

For issues outside of scope of Support, Boxfusion may also close issues by identifying the Incident as outside the scope of the Support or arising from a version, platform or usage case which is excluded from the Support Policy.

Schedule 1

Software Support Matrix

POLICY TERMS

Coverage Hours	Business Hours (8 a.m. to 4:30 p.m)
Supported Channels	Support Portal Support e-mail (support@boxfusion.co.za) Telephone
Supported Contacts	3
Annual Support and Maintenance Allowance	As per Order Form
Annual Training Instances	As per Order Form
Acknowledgement Time	P1 – 30 mins P2 – 30 mins P3 – 60 mins
Target Resolution Time	P1 – 4 hours P2 – 8 hours P3 – Next Software Update
SUBSCRIPTION TERM	
Term	The same period as the then-current Software Subscription Term