



## ISO-Office (Pty) Ltd

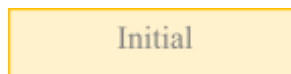
### ISOMS (ISO Management Software) as a SaaS (Software as a Service)

#### AGREEMENT

- Inclusive of Maintenance, Support & Data Processing Agreement-

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## 1. Definitions and Interpretation

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following expressions bear the meanings set out hereunder:

**“AFSA”** means the Arbitration Foundation of Southern Africa.

**“Agreement”** means this Agreement, including the Data Processing Agreement (“DPA”), your order, any schedules, exhibits and annexures or appendices thereto and incorporating all linked web pages of the Company and other documents incorporated herein by reference.

**“Business Hours”** means the hours between 8.00 am and 5.00 pm on any Business Day. Any reference to time shall be based upon South African Standard Time.

**“Business Day”** means a day other than a Saturday, Sunday, or a public holiday as gazette by the government of the Republic of South Africa from time to time.

**“CCPA” (if applicable to Customer only)**, means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General. If the CCPA applies to provision of or use of the Service, the parties further agree to be bound by that.

**“Claims”** means, without limitation, all rights, notices, actions, suits, proceedings, litigation, investigations, claims, demands, verdicts, judgements, and findings wherever and however arising, whether past, present, unascertained, unknown, immediate, and whether based in contract, tort, or statute.

**“Confidential Information”** means the terms of this Agreement, any records, data or information (including Personal Information), of any nature tangible or intangible, and all other non-public commercially valuable information of any kind and in any form (including without limitation oral, written, electronic or any other form) or its business, operations, systems, processes, products, trade secrets, know how, contracts finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers that relates to a party and its business affairs and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which, whether or not identified as confidential, which is collected, received, processed, stored, transmitted or comes into the possession or control of a party as a result of this Agreement or which under the circumstances surrounding disclosure, ought to be treated as confidential, but excludes the following of either party:

information that is already in the public domain; or  
 information which subsequently becomes part of the public domain other than because of an unauthorised disclosure by the receiving party or its representatives; or

information which is or becomes available to the receiving party from a third party who is legally entitled to possess and provide the information to the receiving party without a confidentiality restriction; or information that is disclosed by the receiving party to satisfy an order of a competent court or comply with the provisions of any law or regulation in force from time to time; or

is disclosed to a third party pursuant to the prior written consent from disclosing party; and/or information that is received from a third party in circumstances that do not result in breach of the provisions of this Agreement.

**“Consent”** means any voluntary, specific, and informed expression of will in terms of which permission is given for the processing of personal information.

**“Controller”** means the Administrator/s who processes Personal Information for the Company in terms of this contract. This includes the following: Company Operator, Data Protection officer, Admin user within a Company.

**“Customer”** shall mean the Licensee or Customer making use of the Software procured under the applicable Order.

**“Customer Data”** means all Data, information and material uploaded to the ISOMS Modules, or transmitted/emailed through the ISOMS Platform by You and/or any Authorised User within this SaaS Platform, other than registration data entered as part of the process of registering as an admin user of the SaaS.

**“Customer Materials”** means any material provided or made available by or on behalf of You, to Us for the purposes of incorporation into the SaaS for You, including any registration data supplied by You but excluding Customer Data.

**“Customer Support”** means the assistance ISO Office (Pty) Ltd provides or makes available to you on-line or by email or via the user manual or within the ISOMS platform (Support button).

**“Damages”** means, without limitation, all liabilities, costs, accounts, damages, losses, expenses, fines, penalties, and all related costs and expenses (including legal fees on the scale as between attorney and own client, interest and penalties) wherever and however arising, whether past, present, unascertained, unknown, immediate, future or contingent and whether based in contract, delict, equity or statute, including direct, general, indirect, special, incidental or consequential loss or damage, or any loss or corruption of data or loss of profit, business or goodwill.

**“Data Backup”** or “Data Backups” means a copy of a file, file system, Google Infrastructure or other resources that would need to be restored in the event of a system failure or loss to ensure business continuity or further investigation.



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**“Data Protection and or Privacy Laws”** means all applicable laws of the Republic of South Africa and regulations governing the use or Processing of Personal Information, and any national implementing laws, regulations, and secondary legislation, as amended or updated from time to time. Codes as well as international, federal, state, provincial laws applicable to the Personal Data and provision of the Service.

**“Defect” or “Software Defect”** means that a functionality or feature deviates from the expected outcome of the Software designed scope.

**“Device”** means any device that meets ISO-Office’s (Pty) Ltd system/Application requirements that you use to access any part of your Subscription as defined within the ISOMS User manual.

**“Documentation”** means the specific and technical user documentation (including any relevant reports, guides, diagnostics, operating standards, specifications as well as user, technical, operation, and support manuals as well as product-integrated electronic help) that describes the proper, safe, and efficient operating, configuration, intended operation, support and maintenance of the SaaS Software (as applicable),

**“Effective Date”** means the date on which you click the “accept” or “continue” button (or equivalent), or proceed to use the Software, or any Update or Upgrade thereto, or on which you otherwise indicate your acceptance of the terms and conditions in any other medium or form.

**“ISOMS User”** means the Licensee or customer making Use of the Software procured under the applicable Order.

**“ISOMS User Data”** means the data, information, or material the User, Company (or its Personnel) provide, input, process or submit into the ISOMS Software.

**“Enhancement Request”** means a request to alter or amend a feature within the Software defined scope.

**“Error”** means the onscreen notification to alert the user about an unexpected action, or restricted action or a warning requiring user intervention.

**“Fees”** means the fees and support payable as specified in the applicable Order and any additional charges associated with providing the Service including travel costs required for provision of the Services or Training thereof.

**“Force Majeure”** means an event beyond the reasonable control of a party, by acts, events, omissions, or accidents, including an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, a country lock down or such other disturbance as a result of a pandemic (as declared by the government of the Republic of South Africa or the World

Health Organisation), industrial action or labour disturbance,

currency restriction, embargo, action or inaction by a government agency, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of the party seeking relief.

**“GDPR”** means the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), the European Directives 95/46 and 2002/58/EC (as amended by Directive 2009/136/EC) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts, or consolidates any of them. by their.

**“Google Cloud Platform”**– Google Cloud Platform Infrastructure is a platform and the Hosting Provider, as a Cloud service solution for building and hosting solutions using Firebase. It is a comprehensive suite of cloud products that allow users to create enterprise-class applications without having to build out their own infrastructure.

**“Initial Term”** means the duration of this Agreement for which We will provide the Service, consisting of the Initial Term and any “Renewal Terms” to You stated in this Agreement.

**“Intellectual Property”** means, amongst other things, patent of any type, design rights, utility models or other similar invention rights, any know-how (not in the public domain), invention (whether patented or not), design, trade mark (whether or not registered), or copyright material (whether or not registered), processes, process methodology (whether patented or not), and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property.

**“Impact”** means the percentage of users (or employee records) affected by an event requiring Error and Issue diagnosis.

**“ISO Office (Pty) Ltd”** means the Company as an entity.

**“ISOMS”** means ISO Management Software as a SaaS product/s called ISOMS from ISO Office (Pty) Ltd.

**“ISOMS Technology”** means images, text, software, music, sound, photographs, video, graphics, applets, Documentation, screen shots, displays, graphical user interfaces and software incorporated into the Service and all copyright, trade secret, patent and patent applications, trademark and other intellectual property rights in and to the Service, including, but not limited to, object code, the underlying source code, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, all inventions (whether patentable or not), know-how, ideas, discoveries, compositions, products,



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schematics, databases, drawings, designs, samples, models, processes, procedures, data, information, manuals, notes, and any item marked "confidential" or "proprietary".

**"Issue"** means an unexplainable event has taken place preventing the expected outcome from being achieved.

**"Licensed Materials"** means collectively the Software and all Documentation from ISO Office (Pty) Ltd.

**"Order"** means the applicable order form executed by You to Us, which specifies the Software modules, SaaS to be provided to you. Unless specified in a particular Order Form, each Order Form shall be subject to the terms of this Agreement and incorporated by reference into this Agreement.

**"Maintenance"** means updates, upgrades, enhanced and new functionality, patches and fixes for the Service.

**"Party"** means either you or ISO Office (Pty) Ltd as the context requires and "Parties" means you and ISO Office (Pty) Ltd together.

**"Periodic Software Updates"** means the provision of releasing updates annually, biannually, or where statutory or legislative requirements encourage changes to be made to the software applications provided by ISO Office (Pty) Ltd.

**"Personal Data/Information"** means any information about a living human being or existing organization, any information relating to an identified or identifiable natural person an identifiable juristic person or Company is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. (As applicable data protection laws require), provided that someone is capable of identifying them from that information.

**"POPIA"** means the Protection of Personal Information Act 4, 2013 of South Africa.

**"Processing"** has the meaning ascribed to it in POPIA, and

**"Process", "Processed" and "Processes"** shall be construed accordingly.

**"Privacy Notice"** means ISO Office (Pty) Ltd privacy notice posted on website (<https://www.iso-office.co.za/privacy-notice>) and which may be amended by ISO Office (Pty) Ltd from time to time.

**"Renewal Term"** means the period stipulated in the Order for your Subscription Term.

**"Reseller"** means an independent third party authorised or certified by ISO Office (Pty) Ltd to act as a Reseller or distributor of ISOMS Software.

**"Resolution Process"** means the process in which a Support Request is resolved.

**"Restricted Territories"** means (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea/Sevastopol; and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S., United Nations or elsewhere.

**"SaaS"** means Software as a Service.

**"Scheduled Downtime"** means periods during which the Services will not be available in order to apply changes to the System including but not limited to scheduled or emergency outages, acts of force majeure, suspension of the Services due to legal compulsion, and internet access issues, operating system upgrades, Software patches, Software upgrades, hardware upgrades and hardware maintenance, Supplier Outages, and any other circumstance outside the control of the ISO Office (Pty) Ltd.

**"Service"** means the Software Modules selected, provided by ISO Office (Pty) Ltd, including related Maintenance, Customer Support & Training Services that ISO Office (Pty) Ltd or your Reseller (if the case may be) makes available to you as part of your Subscription and for which you must pay the applicable Subscription Fee in terms of the applicable Order and this Agreement.

**"Service Level"** means the predetermined quantitative and qualitative performance levels that ISO Office (Pty) Ltd is required to achieve, in respect of performing the Services, and are contained in this Agreement.

**"Software"** means the ISOMS software products, and any other third-party applications approved by ISO Office (Pty) Ltd, as specified in the applicable software agreement.

**"Sub-Operator"** means a Person, Processor Contractor, Data Capturers or External Consultants who Processes Data for the.

**"Subscription"** means your access to and use of the SaaS called (ISOMS), hosted in a cloud together with use of any Supplemental Services and Required Third Party Services that ISO Office (Pty) Ltd makes available to you as part of this Agreement and "Subscribe" or "Subscribed" shall be construed accordingly.

**"Subscription Fee"** means the subscription fee owed to ISO Office (Pty) Ltd payable for the Licensed Modules subscribed to as set out or referred to in this Agreement or any invoices/order or other documentation issued by the Supplier/Customer/Licensee whether paid directly by you to ISO-Office's (Pty) Ltd or the Reseller.





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**“Subscription Term”** means the term of this Agreement as stipulated in the applicable Order, being the Initial Subscription Term together with any Renewal Terms.

**“Support Request/s”** means the official log for assistance within ISOMS. Each Support Request will be assigned a unique reference number to track the Resolution Process.

**“Supplemental Services”** means, if available, optional software or services you may elect to include in your Subscription.

**“Supplier”** means ISO Office (Pty) Ltd as the contracting entity that the Admin User has placed an Order with either directly or indirectly through a Reseller.

**“Supplier Outages”** means scheduled or emergency outages, acts of force majeure, suspension of the Services due to legal compulsion, and internet access issues outside the control of the Supplier.

**“System”** means, as may be applicable to the Services or SaaS, the following systems as further detailed in this Agreement:

- Google Cloud Platform service,
- ISOMS application servers and backups stored on Google cloud Infrastructure,
- Software licensing.

**“System Changes”** mean changes which affect Your system integrity or security such as adding new users or changing access permission.

**“Technical Support”** means the nature of service provided by ISO Office (Pty) Ltd to solve Error and Issue Support Requests and facilitate software maintenance requests.

**“User Manual”** means an information source either written or visual with and not limited to training, answers to common questions, tutorials to use and explain a feature, or procedures to troubleshoot and resolve Support Requests.

**“Urgency”** shall mean the criticality of a business process or objective that may not be operational by an event requiring Error and Issue diagnosis.

**“Use”** means to activate the Subscription, execute the Service, and use Customer Support, provided that: (a) you access the Subscription only from your Devices; and (b) you execute the functionality of the Service during the Subscription Term (i) for its intended purpose solely in connection with the management of the business that you and where applicable your Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to the number or types of uses or Supplemental Services you purchase) set out in this Agreement.

**“User”** means those authorised individuals who are identified by You the Company to access and use the

Software through use of your network, Devices, or user ID(s) and password(s). Users may include your employees, consultants, contractors, or agents to meet the business objectives.

**“Term”** means the Initial Term and any Renewal Term.

**“VAT”** means value-added tax, chargeable under the Value Added Tax Act, 1991 of South Africa.

**“Website”** means [www.ISO-Office.co.za](http://www.ISO-Office.co.za)

**“We and Us”** means ISO Office (Pty) Ltd, together with its Suppliers, officers, servants, contractors, agents or Authorised distributors.

**“You or Your/s”** means pertaining or belonging to You (the Customer); and

**“Your Content”** means the data and other information that you upload to or process & Communicate through the ISOMS Modules.

*In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “including” and “includes” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry, (d) references to a person include an individual, natural or juristic person, a body corporate and an unincorporated association of persons; and (e) use of the singular shall be treated as including the plural and vice versa.*

*In this agreement, terms used that have meanings ascribed to them in applicable data protection laws, including “data subject”, “processing”, “personal data”, “controller”, “responsible party”, “processor” or “operator”, carry the meanings set out under those laws to the extent that this Agreement does not define them.*

Any reference in this Agreement to –

- (a) “laws” means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental, or regulatory judgments, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and “law” shall have a similar meaning; and
- (b) “person” means any natural or juristic person including but not limited to any company, close corporation, trust, partnership, or other entity whether having separate legal personality.
- (c) The words “include” and “including” mean “include without limitation” and “including without limitation”. The use of the words “include/s” and “including” followed by a specific example or examples shall not



be construed as limiting the meaning of the general wording preceding it.

- (d) Any substantive provision, conferring rights or imposing obligations on a party and appearing in any of the definitions in this clause or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- (e) Words and expressions defined in any clause shall, 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.
- (f) Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- (g) A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date and as amended or substituted from time to time.
- (h) Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- (i) If the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding Business Day.
- (j) Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- (k) The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting of this Agreement, shall not apply.
- (l) No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulatio alteri) who is not a party to this Agreement.
- (m) The use of any expression in this Agreement covering a process available under the law of the Republic of South Africa, such as winding up, shall, if either of the parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- (n) Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or such other agreement or document, as amended, varied, novated, or supplemented from time to time.
- (o) In this Agreement the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to this Agreement, unless otherwise expressly stated.

## 2. Supply of Services

ISO Office (Pty) Ltd will provide the Services to You subject to the terms and conditions of this Agreement.

- (a) **ISO Office (Pty) Ltd does not process, load or download any data from the Client, on the System. The only Data ISO Office (Pty) Ltd process and will be kept for the duration of this Agreement is,**
  - i. The Company Name,
  - ii. The Company Registration Number,
  - iii. The Company Address,
  - iv. Company VAT Number,
  - v. Administrator Name, Surname, Email and Contact number,
  - vi. Technical Contact Name, Surname, Email and Contact number,

**For the sole purpose to Register Software, Communicate updates, upgrades, Maintenance & communication from Support emails. This data and system data will be kept for the duration of this Agreement only.**

- (b) Before commencement of Service, ISO Office (Pty) Ltd will notify You that it has registered your ISOMS platform including the required models as stipulated within your order.
- (c) Unless otherwise agreed to in writing between You and Us, or identified on a new order, ISO Office (Pty) Ltd excludes all other system modules and other services residing or provided outside of Our Managed Services.
- (d) When applicable, if You have a question or need for support, you should follow the user manual of click on the support button within ISOMS to log a support ticket.
- (e) Upon reception off full payment, registration document & Signed Agreement as stipulated within the order, we will enable the Software.
- (f) Google Cloud Platform Infrastructure is a service that integrates with certain eligible ISOMS Modules, which may include the service as detailed in your Order. The Customer agrees and acknowledges that ISOMS Modules, is hosted by Google Cloud Platform Infrastructure.

## 3. Service Limitations

- (a) The Services are provided in good faith and to the best of Our ability in terms of availability, performance, and security.
- (b) Subject to Scheduled Downtime, we will use reasonable endeavours to make the Services available 7 (seven) days a week and 24 (twenty-four) hours a day.
- (c) ISO Office (Pty) Ltd discloses that it has engaged a Supplier, whose terms and conditions are automatically incorporated herein, to assist in providing the Services to You. ISO Office (Pty) Ltd reserves the right in its absolute discretion to



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change Suppliers in order to provide the Service, subject to the terms set out in this Agreement.

- (d) As part of the Service, you must nominate one or more technical contact(s) as an authorised person who will be reflected in this Agreement. Change requests must come from one of Your authorised contacts, and incident and other reporting and liaison will be sent to technical contact(s). Changes to Your nominated technical contacts must be in writing and come from another nominated technical contact or the person who signed the Order.
- (e) ISO Office (Pty) Ltd reserves the right to carry out monthly maintenance activities during a 2-hour window. This window is normally scheduled outside of Business Hours.
- (f) In the event the Service becomes inoperative, we will exert reasonable endeavours to restore the Service as quickly as possible, including utilising other data centre's available to Us, if possible. We have no responsibility for matters within Your control which may impair Your ability to access the Service, including without limitation (i) Your hardware, network components and infrastructure; (ii) any Software running on Your hardware; and (iv) Your connection to the internet.
- (g) We will make reasonable commercial efforts to prevent security breaches in the ISOMS Service that provides the Managed Services in terms of local network, operating system, and hardware that is in Our exclusive control.
- (h) After becoming aware of a Personal Data Breach, ISO Office (Pty) Ltd will (a) notify End Customer of the Personal Data Breach without undue delay, unless otherwise prohibited by law, and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach. To assist End Customer in relation to any personal data breach notifications End Customer is required to make under applicable Data Privacy Laws, ISO Office (Pty) Ltd will include in the notification such information about the Personal Data Breach as ISO Office (Pty) is reasonably able to disclose to End Customer, taking into account the nature of the Service, the information available to ISO Office (Pty) at the time of the notification, and any restrictions on disclosing the information, such as confidentiality. Notification of a Personal Data Breach will be delivered to End Customer's administrator(s) or, at ISO Office (Pty) Ltd discretion, by direct End Customer communication (e.g., by email, phone call or an in-person meeting). End Customer acknowledges that it is solely responsible for ensuring that its contact information is current and valid. End Customer is solely responsible for fulfilling any third-party notification obligations.
- (i) We may from time to time, and at Our discretion, use a Supplier to assist with matters incidental to providing the Services, establishing security profiles, troubleshooting, etc.
- (j) We may from time to time, and at Our sole discretion, change Supplier to provide You with an

operational ISOMS Service. In order to minimise any disruption to Your Service, we shall give You at least 14 (fourteen) days' notices of Our intention to change Supplier.

- (k) Any services outside the scope of this Agreement, for instance, any services resulting from Your failure to comply with Your responsibilities or associated with software not included on the order, and approved by ISO Office (Pty) Ltd, are out of scope. Out of scope services also include services requested or required in connection with a third-party solution or integration that was not provided by ISOMS or is negatively impacting the overall stability or performance of the Services. Additional services may be provided on an hourly basis at Our then current rates on a time and material basis.
- (l) Further Service limitations and exclusions, relating to specific services, are set out in this Agreement.

#### 4. Your Obligations

Our duty to provide You with the Service and Your right to access and use the Services depends on Your compliance with the terms of this Agreement, including payment of all applicable fees and complying with the following obligations, failure of which may result in Us immediately suspending

Your Services:

- (a) You must comply with all reasonable directions and manuals issued by Us in relation to the use of the Services.
- (b) It is Your responsibility to manage Software user/s setup, user rights and data processing, within your company policy and procedure structure.
- (c) You must not use the Services in a way which is illegal, or which interferes with or disrupts other Internet users, service providers including the Supplier, their computers, software, or hardware including without limitation:
  - i. propagating computer worms, trojans or viruses,
  - ii. attempting a denial-of-service attack on any of the Services,
  - iii. hacking or breaking any security mechanism on any of the Services,
  - iv. using the Services to gain unauthorised access to another computer or network or in a way that disrupts or threatens the Services,
  - v. sending harassing, obscene, indecent, offensive, or threatening electronic mail.
  - vi. forgery (or attempted forgery) of electronic mail messages; and
  - vii. placing, transmitting, or storing any defamatory material.
- (d) All users must keep their log-in details as part of the Services secret and secure. You agree not to disclose to any other person any username and password, whether in use or not, nor any other Confidential Information relating to Us which You obtain by the Services.





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- (e) You are responsible for any customisations or modifications to the standard Software and should ensure that these customisations or modifications are tested during any update process. To facilitate these updates, customisations and modifications should be in line with the guidance set out in the applicable Software Documentation, relating to customisations, as provided by ISOMS. Any non-compliant customisations may cause significant issues in applying an update and You will be responsible and liable for any costs associated with resolving any such issues.
- (f) Further obligations which You must comply with, where necessary or relevant, based on the Services provided are set out in this Agreement.

### 5. Service Hosting Platform

ISO Office (Pty) Ltd shall appoint a Supplier to provide the Managed Hosting Services associated with, called Google Cloud Platform Infrastructure.

- a) Subject to any disruptions caused by Scheduled Downtime, the Service availability will be provided at the standard Service Level, which is at least 99,5% availability server and applications ("Uptime Percentage") to access the Service during each calendar month of the Term. The parties acknowledge that the Service Level may be subject to change by ISOMS from time to time.
- b) If We, at any time, elect to change Suppliers, we will ensure that the terms on which We engage any subsequent Supplier provide for at least equivalent or better service levels on the part of the replacement Supplier.
- c) The hardware and underlying software used to host the ISOMS Service will at all times comply with Our requirements for a "supported designated Environment" as contemplated in the applicable ISOMS Product Agreement, and meet or exceed the better of either:
  - i. The then current minimum recommended specification determined by Us for the Software; or
  - ii. Any specification agreed to by Us for the purposes of this Agreement.

### 6. Confidentiality

Each party agrees to not disclose the other's Confidential Information and to use it only for the purposes of the Agreement. This obligation will not apply to any information that a recipient already knew before disclosure or information that comes into the public domain (except by breach of confidentiality). If required by law, a party may disclose the Confidential Information of the other party, provided that, where a party determines that such disclosure may be compelled, that party first notifies the owner of the affected Confidential Information and provides such co-operation as the owner of the Confidential Information reasonably requires in objecting to the disclosure.

### 7. Data Protection & Processing Specifications

The Data Processing Specifications describe: (i) the subject matter of the data processing; (ii) the type of Personal Data processed; (iii) the name and location of the party hosting the Personal Data; (iv) where the Service is hosted; (v) sub-processors involved in the processing of the Personal Data, if any; (vi) the purpose of the data processing; and (vii) the period of time the Personal Data is retained. The applicable Data Processing Specifications are hereby incorporated by reference into these Data Processing Terms. The only Data ISO-Office (Pty) Ltd will keep is Company Name, Company Address, Company VAT Number, Administrator Name, Surname, Email address and Telephone number for the only reason being billing / handling support queries that might arise from support emails / bulk email for updates / Price increase in annual fees / General communication regarding system.

### 8. Data Protection

The Parties agree to comply with the Data Protection and/or Privacy Laws in accordance with this Agreement.

### 9. Notices and Domicilia

Each of the parties chooses their respective domicilia citandi et executandi at the physical addresses stipulated in the Order, and for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement.

### 10. Standard Product

Our standard product maintenance does not cover customisations or changes that alter the software's design and functionality, including alterations of data via a method other than the relevant product.

### 11. Technical Support:

Support Contact Information:

- a) Users should contact their appointed Administrator on the system before contacting ISO Office (Pty) Ltd helpdesk with the intent to verify the Support Request in relation to the software configuration or customizations that has been implemented.
- b) As a preventative measure, where the first contact is made with ISO Office (Pty) Ltd to resolve a Support Request our Technical Support team will evaluate the Support Request and may contact your appointed Administrator for further guidance or assistance in resolving the said Support Request.
- c) In the event that the user is not linked to company directly, ISO Office (Pty) Ltd will then assist with Technical Support Services in terms of this Guide. Refer to the list of Exclusions to Technical Support Services whereby ISO Office (Pty) Ltd will facilitate fulfilment of support under a separate agreement.

### 12. User Manual/Technical Support Button:

ISO Office (Pty) Ltd, User Manual is available within the ISOMS System. The Technical Support button available



within the ISOMS System can be used to log a support ticket when needed. These may change from time to time as platforms develop and improve and communication of any such changes will be shared with the customer.

**13. Email support (via a support button within ISOMS):**

- a) Emails received are monitored and serviced within Business Hours.
- b) Outside of Business Hours emails will be collected and serviced during the following day.
- c) Emails are best used for investigative and complex support queries. In the event further engagement is required this will be redirected to the use of Telephone Support or a remote meeting at a scheduled time and followed through with email communication.

**14. Exclusions to Technical Support**

- a) As per 20, our Technical Support team will evaluate the Support Requests and will refer Company Administrator for the excluded services.
- b) The following services are excluded (and not limited to) from the provision and scope of Technical Support from ISOMS.
  - i. Assisting untrained users or new users who are not familiar with the ISOMS System.
  - ii. How-to configure a ISOMS Module to achieve specific business objectives with the current configuration or how to change/enhance the current configuration.
  - iii. Assistance with On-site training to manage the implemented ISOMS Products optimally when required.
  - iv. Assistance with system defaults or parameter changes as and when required for a ISOMS module or feature.
  - v. Assistance with on-screen errors/ or issues that are caused by a bespoke configuration or customization.
  - vi. Assistance with report reconciliations.
  - vii. Assistance with audit scripts or creating and implementing custom script notifications.
  - viii. Assistance with access control configuration or maintenance.
  - ix. Assistance with report development and maintenance, scheduling of reports, or managing exceptions through variance reporting.
  - x. Assistance with bulk input / import processes.
  - xi. Assistance with configuration change requests.
  - xii. Assistance with customization change requests.
  - xiii. These excluded services can be procured via our Reseller network for Consulting Services which may be procured under a separate agreement.

**15. Responsibilities of ISO Office (Pty) Ltd with regards to Technical Support**

To enable and provide timeous and effective resolution of Technical Support queries, ISO Office (Pty) Ltd shall:

- a) All Technical Support Request will be logged on ISOMS internal system for future reference.
- b) Endeavour to always resolve Support Requests positively and timeously.
- c) Communicate foreseeable or unexpected delays to manage the expectations of the Customer during the Process.
- d) Notify the Customer of ISOMS Software updates and related information
- e) Maintain and update the online content and knowledge resources regularly to ensure the most accurate and up to date guidance is provided
- f) Where applicable recommend training to ensure appropriate skill levels are maintained by the Customer to ensure effective use of the ISOMS Software.

**16. Responsibilities of ISO Office (Pty) Ltd Customer with regards to Technical Support**

To enable and support timeous and effective resolutions of Technical Support queries, our customer:

- a) Shall appoint an Authorised Administrator User who is responsible for administering the ISOMS Modules and Company Configuration, and further enabling daily processing to meet business service levels,
- b) Shall ensure the Authorised User/s has undergone enough training and certification to support the business as outlined in clause 28 (a),
- c) Shall ensure the Authorised User has a registered profile on ISOMS to access to the user manual,
- d) The Authorised User shall administer all change requests to amend the software configuration, be the central point of contact that would need to administer the process as described in the associated ISO Office (Pty) Ltd agreements,
- e) Facilitate a handover to a secondary Authorised User should the primary Authorised User is unavailable. Reasonably allow ISO Office (Pty) Ltd or ISO Office (Pty) Ltd Partner Consultants to carry out their duties as outlined in this document and shall provide appropriate access to relevant hardware, software, and personnel to facilitate the provision of the Technical Support,
- f) Ensure that all hardware and servers comply with minimum software requirements, as provided by ISO Office (Pty) Ltd from time to time,
- g) Be responsible for allocating the applicable internal team or 3rd party to load Microsoft updates and/or environmental/infrastructure updates for ISOMS software to perform optimally.
- h) Confirm that all the operators (software users) have the appropriate environmental access (read, write and modify) to the ISOMS software: and
- i) Ensure that the Authorised User completes the ISOMS customer satisfaction rating surveys to provide feedback on the quality of the support



provided and enable ISOMS to continuously improve.

#### 17. Managing a Module Error

- a) Where a Support Request has been identified as a potential ISOMS Software error, the ISOMS Technical Support team will facilitate an internal process. If the Software error is confirmed, an internal reference number will be issued. This reference number will be used to track all communications depending on the associated resolution type.
- b) The feedback will be managed based on the Priority level the software error has on the Customer's business and on a case-by-case basis.
- c) In cases where the software Defect can be replicated, an interim process will be initiated to identify and determine the viability of a workaround (short term) while a longer-term solution may be provided (like an update, patch, or hotfix).
- d) In cases where the software Defect occurs intermittently, or immediate diagnosis is not possible, or a non-defect-related Issue adversely affects the software, the ISOMS Technical Support team may offer alternative solutions or workarounds to decrease the Priority of the Support Request.

#### 18. Facilitating Module upgrades

- a) Upgrades typically involve changing how an existing feature or function within the product (current and future versions) or adding a new feature to a product (current and later versions).
- b) Customer input on feature and function set is greatly valued and is a critical component of our product development process.
- c) All Upgrades Requests are tabled with our ISO Office (Pty) Ltd development team and evaluated based on product impact and customer demand. ISO Office (Pty) Ltd guidelines on product development and roadmap allocation are however strictly governed.
- d) Not all Upgrades will be incorporated into the product roadmap. ISO Office (Pty) Ltd does not provide commitments regarding enhancement incorporation or development timelines.

#### 19. Subscription Term

You may Subscribe to the Service for the Subscription Term. Your Subscription Term will be stated in your Order on an annual basis.

- a) Provided you pay the required Subscription annual Fees in accordance with this Agreement your Subscription will automatically renew for subsequent Renewal Terms equal to the expiring Subscription Term (unless agreed otherwise) with ISO Office (Pty) Pty Ltd in accordance with the terms of this Agreement and will continue until one of the following events occur:
  - i. you terminate your Subscription in accordance with the provision of this Agreement.
  - ii. ISO Office (Pty) Ltd terminates your Subscription in accordance with the provisions of this Agreement; or
  - iii. this Agreement terminates in accordance with its terms. You may not terminate this Agreement in whole or in part at any time during the Subscription Term except in accordance with this Agreement.

#### 20. Term

This Agreement will commence on the Commencement Date and, unless terminated pursuant to (clause 10), continue for the Initial Term and thereafter this Agreement shall be automatically renewed for successive term (each a "Renewal Term"), unless:

- a) You notify Us of termination, in writing, at least 90 (ninety) days before the end of the Initial Term, as the case may be or
- b) otherwise terminated in accordance with the provisions of (clause 10) of this Agreement.

#### 21. Subscription Fees

- a) With regard to ISO Office's (Pty) Ltd products within ISOMS, your Invoice will be mailed to you on an annual basis 30 days prior to effective date.
- b) With regard to ISOMS modules, your invoice is payable upfront on an annual basis specified on your Order.
- c) You will provide ISO Office (Pty) Ltd with your billing details. You agree to accept invoices from ISO Office (Pty) Ltd by email and to provide ISO Office (Pty) Ltd with an email address to which invoices can be sent. You also agree to have in place the relevant procedures to ensure you monitor and check the email address for invoices that may be sent to you in connection with this Agreement.
- d) All Subscription Fees is paid in advance in the applicable currency stated in your Order. You must pay the Subscription Fees and any other charges arising under this Agreement prior to effective date, or the Service will be suspended.
- e) All Subscription Fees is payable directly to ISO Office (Pty) only.
- f) The Subscription Fees you pay will be based on ISOM Modules current price list, which may vary from time to time and are subject to such concessions as ISO Office (Pty) Ltd may in its absolute discretion apply from time to time. Subscription Fees may increase from time to time.
- a) ISO Office (Pty) Ltd reserves the right to increase the Subscription Fees annually on 1 January or on the commencement of your Renewal Term. ISO Office (Pty) Ltd shall use reasonable endeavours to give you sixty (90) days' written notice prior to the commencement of your Renewal Term of the amount by which your Subscription Fees will increase. Fees at the start of each Renewal Term



upon giving you reasonable prior written notice by an amount not exceeding 3% (two percent).

- b) You are responsible for providing ISO Office (Pty) Ltd with your most current contact and billing information. You agree that, so long as your Subscription is active.
- c) Payment of Subscription Fees to ISO Office (Pty) Ltd by you is not dependent on implementation services and /or successful implementation.

## 22. Payment

- c) The Fees for the Services are due and payable by You to Us by electronic funds transfer.
- d) We reserve the right to increase prices once a year.
- e) The billing commencement date is from the start of the month in which the Services are enabled.
- f) If You dispute any part of an invoice, you must notify Us within 14 (fourteen) days of receiving the invoice from ISO Office (Pty) Ltd.
- g) If any amount owing by You under this or any other agreement for Our Services is not paid on due date, we may, without limiting Our rights and remedies, accelerate Your unpaid fee obligations under such agreement so that all such obligations become immediately due and payable, and/or suspend Our Services to You until such amount is paid in full.

Payment obligations during the Term are non-cancellable and Fees already paid are non-refundable on Once-off Purchase and Subscription fee.

## 23. Termination

- a) ISO Office (Pty) Ltd may terminate this Agreement immediately if You are in material breach and do not remedy the breach within 30 (thirty) days of receiving written notice requiring You to do so, or if You become or are in jeopardy of becoming subject to any form of insolvency administration (including receivership, administration, or liquidation). Without prejudice to Our other rights.
- b) On termination each party must return or destroy all Confidential Information of the other and certify in writing to that effect.
- c) If the Agreement is terminated other than where You are in breach of this Agreement or subject to insolvency administration, then, provided the termination occurs after the end of the Initial Term, we will refund any Fees paid by You with respect to any period after the date of termination pro rata. Unless the termination is due to Our breach of this Agreement any payments made for this service during the Term are not refundable and it will not relieve You of Your obligations to pay any fees payable to Us for the balance of the Initial Term prior to the effective date of termination.
- d) Upon termination of this Agreement, and at any time upon Your request, we will, at our discretion,

extract Your data and provide it to You in a form that is accessible and usable by You.

- e) Notwithstanding the termination rights and obligations in terms of this (clause 10), ISO Office (Pty) Ltd may terminate this Agreement and the Services herein during the term (including a Renewal) Term by providing you with sixty (60) days written notice.

## 24. Training

In addition to the Maintenance Services, we agree to provide to You and your authorised employees suitable technical and/or user training at an additional fee to be mutually agreed upon, which fee shall exclude any travel costs. A full training manual is visible on the system including tutorial videos.

## 25. Ownership Rights

Your right to Use the Subscription is licensed and not sold.

As between you and ISO Office (Pty) Ltd:

you shall own and retain all right, title and interest in Your Content, including your trade names, service marks, or any other trade insignia.

ISO Office (Pty) Ltd and/or its ISO Office (Pty) Ltd shall own and retain all intellectual property right, titles and interest in and to:

- g) their respective trade names, logos, service marks, or any other trade insignia,
- h) the Service, Documentation, and the underlying technology, and
- i) all content, including, without limitation, ISOMS Technology, but excluding Your Content.
  - i. Any right to Use, transmit, reproduce, distribute, download, or exploit ISOMS Technology not expressly licensed to you in this Agreement is strictly prohibited. All rights not expressly set out in this Agreement are reserved by ISO Office (Pty) Ltd.
  - ii. You agree that ISO Office (Pty) Ltd may, when necessary to maintain, upgrade, troubleshoot, and/or protect the integrity of your Subscription, Your Content and the Service, access and/or download Your Content on a limited basis and for the sole purpose of completing maintenance, upgrades, troubleshooting, and/or protecting the integrity of your Subscription, Your Content, and the Service.

## 26. Intellectual Property and Licensing

- a) We warrant that:
  - I. We own or are licensed and authorised to make available for Your use the Software for the purposes of this Agreement.
  - II. that Your use of the Software, and the ISOMS Environment in accordance with the terms of this Agreement will not cause You or Us to infringe the intellectual property rights of any third party.
- b) We will indemnify You against all Claims and Damages You may suffer or incur in the event of any breach of the





E-Mail: [admin@iso-office.co.za](mailto:admin@iso-office.co.za)

E-Mail: [sales@iso-office.co.za](mailto:sales@iso-office.co.za)

15 Pinotage, Glen Erasmia

Kempton Park 1619

Reg# - 2018/208685/07

warranties in clause 16 (a), provided that You must notify Us as soon as practicable of any Claim and, if We request, allow Us to defend, manage or settle the Claim.

- c) In the event of a Claim that Your use of the Software in accordance with this Agreement infringes the intellectual property rights of any third party then, without limiting clause 16(b), We will procure for You the right to continue to use the Software, or modify the Software so it is no longer infringing, or if neither of those are reasonably possible, refund You any Fees paid, together with Your reasonable costs incurred in migrating to an alternative provider.
- d) You acknowledge that the Software and the ISOMS Environment is made available to You under Licence only. That license persists only during the currency of this Agreement and nothing in this agreement assigns to You any ownership or perpetual right with respect to the Software.

To the extent that in the performance of this Agreement or any related agreement, intellectual property rights are created which vest in, or are required to be assigned to, You, We acknowledge that You are free to deal with all such rights freely, provided that, where the use of such intellectual property is necessary for use of the ISOMS Environment, You must retain sufficient rights to enable Your continued use of the ISOMS product/s as long as You remain a party to this Agreement.

## 27. Disputes

- a) Any dispute, controversy or claim arising out of or relating to this Agreement, its interpretation, execution, the termination of or invalidity thereof, shall be settled by arbitration in accordance with the rules of arbitration of AFSA. The place of arbitration shall be in Johannesburg. The language to be used in the arbitral proceedings shall be English. The number of arbitrators shall be 1 (one), to be appointed according to the AFSA rules. Notwithstanding anything contained to the contrary, either of the parties may seek interim and junctive relief from a court of competent jurisdiction which shall not be deemed as a waiver of any provisions contained in this (clause 13).
- b) Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person

so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

- c) Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- d) This (clause 13) will continue to be binding on the parties notwithstanding any termination or cancellation of this Agreement.
- e) The parties agree that the written demand by a party to the dispute in terms of (clause 13) that the dispute or difference be submitted to arbitration is to be deemed as a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

## 28. License Grant and Restrictions

- a) License Grant. Subject to your compliance with this Agreement and payment of all applicable Subscription Fees, ISO Office (Pty) Ltd grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and Use your Subscription for your Subscription Term in accordance with instructions, this Agreement that ISO Office (Pty) Ltd provides only if you or someone acting on your behalf and at your direction (such as your Reseller) has: (a) placed an order with ISO Office (Pty) Ltd for an initial Subscription Term or a Renewal Term (as the case may be), a Subscription upgrade (Supplemental Services etc.) and ISO Office (Pty) Ltd has accepted such order; (b) accepted all of the terms and conditions of this Agreement either before or during activation of your Subscription (as described above); (c) accepted or agreed to all of the terms and conditions that a third party imposes on your use of a Required Third Party Service; and (d) accepted or agreed to any terms and conditions that may be applicable to any such Supplemental Services. Your Subscription may include Required Third Party Services, which are a required component of your Subscription. Your use of a Required Third-Party Service is subject to the terms and conditions imposed by the Required Third-Party Service provider(s). If you do not accept or agree to the terms and conditions imposed by the Required Third-Party Service providers, ISO Office (Pty) Ltd cannot grant you and you do not have a license to Use the Subscription.
- b) The Service may be hosted by ISO Office (Pty) Ltd or third-party currently at Google cloud server Infrastructure subject to the terms and conditions





- of a separate hosting agreement to be entered by You.
- c) In the event you use On-Premises Software that integrates with the Service, your use of such On-Premises Software is subject to the terms and conditions of the relevant end user license agreement, subscription agreement, or other agreement applicable to such On-Premises Software.
  - d) You are only authorized to access and use the functionality of the Service through (i) your private or Business Internet or extranet using an Internet connection you provide or (ii) a wireless communication network you connect to, on Devices you provide.
  - e) You shall not:
    - i. rent, lease, sublicense, loan, sell, distribute, or commercialize any portion of the Subscription or Service; and
    - ii. duplicate any portion of the Service or Documentation or remove any proprietary notices or labels from the Service including, but not limited to, the ISO Office (Pty) Ltd name, ISO Office (Pty) Ltd logo, ISO Office (Pty) Ltd product names, or names or logos of Required Third Party Service providers wherever they appear; transfer or delegate any right granted to you under this agreement.
  - f) You must not Use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface, operating logic or underlying database structure and database fields of the Service for incorporation into or the development of any software or other product or technology.
  - g) You must not use, or try to use, your Subscription and the Service in a way which ISO Office (Pty) Ltd has not specifically allowed. For example, you must not try to make the Subscription or Service work in a particular way if it does not usually work in that way.
  - h) ISO Office (Pty) Ltd will use reasonable commercial efforts to ensure that the Service will be accessible to connection from the Internet, however, you understand that the Service may be interrupted by routine maintenance. ISO Office (Pty) Ltd will use its commercially reasonable efforts to minimise such interruption and to schedule such maintenance at non-peak hours.
  - i) You will be responsible for providing and maintaining your own compatible equipment, software and communications lines which are required to connect you to the Internet and access the Service and for your compliance with any third-party license terms or other third-party agreements in relation to your use of your equipment, software and communications lines.
  - j) You acknowledge and agree that as the Service is accessible via the Internet it is therefore subject to limitations, security vulnerabilities, delays and other problems inherent to the operation of the Internet and other electronic communications and that ISO Office (Pty) Ltd and/or its ISO Office (Pty) Ltd. will not be liable or responsible to you for any such delays, interruptions, security problems, delivery failures or other damage resulting from such problems.
  - k) ISO Office (Pty) Ltd may suspend access to the Service without telling you and without liability, but wherever practicable ISO Office (Pty) Ltd will give you reasonable prior notice:
    - i. if there is an attack on the servers of ISO Office (Pty) Ltd.'s hosting solution or other event for which ISO Office (Pty) Ltd reasonably believes the suspension of the Service is necessary to protect you, other ISO Office (Pty) Ltd customers or ISO Office (Pty) Ltd.
    - ii. if required by law or regulation or as compelled by a law enforcement or government authority.
  - l) Any rights to Use the Service not expressly licensed to you in this Agreement are strictly prohibited. All rights not expressly set out in this Agreement acknowledge that you have been made aware of and have met all technical requirements for the Subscription, including, but not limited to, the requirement to have Internet access.
  - m) You shall (a) comply with all applicable laws and regulations pertaining to your Use of and access to your Subscription; (b) prevent unauthorized access to your Subscription and promptly notify ISO Office (Pty) Ltd of any unauthorized access or use; (c) Use the Subscription and Service only in accordance with its Documentation and this Agreement; (d) comply with all notices, policies, and instructions ISO Office (Pty) Ltd provides regarding Your Content; and (e) keep confidential all user ID(s) and passwords ISO Office (Pty) Ltd provides you to access and activate your Subscription.
  - n) You are solely responsible for (a) your Users' compliance with this Agreement, and (b) maintaining the confidentiality of your user ID(s) and password(s) and for all activity that occurs under your user ID(s) and password(s) unless the breach in confidentiality is caused directly by ISO Office (Pty) Ltd. You shall promptly notify ISO Office (Pty) Ltd of any unauthorized activity or breach of security that you discover.
- 29. Liability and Indemnity**
- a) The functionality of the Software will comply with the Documentation published by Us from time to time.
  - b) We will not implement any change to the Software which materially degrades its functionality at any time during the Term.



- c) Except for the express Service Level warranties, Services are provided on an “as is” basis and Your use of the Services is at Your own risk. To the maximum extent permitted by law, and except to the extent set out in this Agreement, we do not make, and hereby disclaim any and all other express and or implied warranties. We do not warrant that the Services will be uninterrupted, error-free or completely secure.
- d) The only terms and conditions implied into the Agreement are those which cannot be lawfully excluded. Notwithstanding any other term in this Agreement, to the extent that consumers have the benefit of certain rights or remedies under the Consumer Protection Act, 2008; the Electronic Communications and Transactions Act, 2002; and similar state and territory laws in the Republic of South Africa, in respect of which liability cannot be excluded,
- e) then to the maximum extent permitted by law, such liability is limited, at ISO-Office’s (Pty) Ltd option.
- f) Subject to clause (9)(h), Our liability to You in relation to any Damages or Claims made by or through You in relation to or arising from this Agreement is limited to THE VALUE OF THE FEES PAID IN THE LAST TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- g) Neither You nor We shall be liable to the other party for any indirect, special, incidental, or consequential loss or damage, including (subject to clause (34)(h) any loss of profit, business, or goodwill.
- h) The limitation and exclusion of liability in clauses 34 (f) and (g) will not apply to the liability of a party for infringement of intellectual property rights, breach of obligations of confidentiality or privacy, or for personal injury or death.
- i) Notwithstanding the general exclusion in (clause 9), each party shall be liable for any breach of its obligations arising from or in connection with customer Data, including loss or corruption of data, and data breach.
- j) You acknowledge that:
- i. the Software was developed without consideration of Your objectives and needs; and
  - ii. software in general is not error-free,
  - iii. and agree that the existence of errors in the Software will not constitute a breach of this Agreement by ISOMS.
  - iv. ISO Office (Pty) Ltd provides the Software and “as is”.
  - v. No warranties are made with respect to the Software by any person, including but not limited to ISO Office (Pty) Ltd, any of
- vi. its officers, servants, contractors, agents, and distributors authorised by ISO Office (Pty) Ltd, except as expressly set out in this Agreement.
  - vii. To the extent permitted by law, ISO Office (Pty) Ltd or any of its officers, servants, contractors, agents, or distributors authorised by ISO Office (Pty) Ltd, will
  - viii. not be liable to You for any Damages incurred by You as a result of using the Software.
- k) Your subscription to the Service does not remove the need for You to procure additional services relating to application installation, configuration, testing (such as initial delivery or upgrade tests), and implementation (such as installing technology at Your business premises, converting Your business data to a format that can be processed by the Service, and training). Procuring these additional services is Your responsibility and ISO Office (Pty) Ltd shall have no liability whatsoever in relation to Your failure to procure these additional services, unless We have expressly committed to a fixed number of hours to help, complete the set-up, and convert Your data, any set-up, and data conversion services We provide will be invoiced at Our rates, applicable at the time, on a time and material basis.

**ISO Office (Pty) Ltd shall not be liable for.**

- i. any delay, failure, breakdown, damage, loss, costs, claim, penalty, fine or expense arising from use of the Software otherwise than in accordance with the terms of this Agreement.
- ii. any operator error on the part of the Licensee, or any fault in the hardware, third Party software or software supplied to or obtained by the Licensee from any entity other than the ISO Office (Pty) Ltd.
- iii. the intentional or negligent act or omission of any person not being an employee, sub-contractor, agent of ISO Office (Pty) Ltd or any third party not authorised to act in terms of this Agreement; and
- iv. the actions, omissions or service interruptions of any utility’s provider including a telecommunications or electrical services authority or a supplier of telecommunications or electrical services.

In no event shall ISO Office (Pty) Ltd be liable to the Licensee for any indirect, incidental, punitive, special, or consequential damages including but not limited to any such damages arising out of or in connection with:

- i. the Software, or the delivery, installation, performance or use of the Software



- (including but not limited to damages arising from loss of data,
- ii. the Licensee's incorporation or attachment of any program, plug-in or device to the Software.
  - iii. changes to the Software by the Licensee.
  - iv. use of products or materials not supplied by ISO Office (Pty) Ltd.
  - v. use of the Software for any other purpose other than that for which it was designed; and
  - vi. use of the Software on any computer systems other than the specified or recommended hardware platforms for the software.

ISO Office (Pty) Ltd and the Licensee agree that the Licensee's sole remedy and ISO Office (Pty) Ltd's sole liability to the Licensee for any breach of this agreement or any defect in the Software, including breach of warranty, and for any other claim arising in connection with the Software, shall be in the sole discretion of ISO Office (Pty) Ltd either:

- i. the replacement of the defective or non-conforming portion or component of the Software or
- ii. the refund of the licence fees paid by the Licensee. Notwithstanding any other provision of this agreement, the remedies provided in this SECTION 13 shall be the Licensee's sole and exclusive remedies for all claims arising in connection with the agreement, made or suffered by the Licensee or other party.

The Licensee indemnifies and holds ISO Office (Pty) Ltd harmless against any claims by any third party relating to any malfunction of the Software or of any unlawful conduct arising out of the use of the Software by the Licensee. ISO Office (Pty) Ltd shall furthermore have no liability to the LIC Licensee ENSEE or any third party for any breach of a legal obligation as specified above to which the Licensee or any third party may be subject.

### 30. Privacy

ISO Office (Pty) Ltd will not actively monitor Your Content and does not have access to your ISOMS Modules content.

### 31. Confidentiality

ISO Office (Pty) Ltd shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of Your Content and information regarding your Subscription to any third party without your written consent and shall not use Your Content for ISO Office's (Pty) Ltd own benefit or for the benefit of any third party, except to the extent permitted by this Agreement.

Notwithstanding the foregoing, you agree that ISO Office (Pty) Ltd may provide Your Content to those third parties that ISO Office (Pty) Ltd engages to provide services of and

support for the Subscription, Required Third Party Services, and your Supplemental Services.

You shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of the Service, ISOMS Technology and information about your Subscription to any third party without ISO Office (Pty) Ltd written consent, and shall not Use the Service, ISOMS Modules, or information about your Subscription for your own benefit or the benefit of any third party, except to the extent permitted by this Agreement.

If you are or ISO Office (Pty) Ltd is requested pursuant to, or required by, applicable law, regulation or legal process to make disclosures of information ("Data Protection") otherwise prohibited by clauses 38, below, each of us will promptly notify the other (if not prohibited by law or legal or regulatory process) so that the other may seek a protective order or other appropriate remedy or, in the other's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the other party does not waive compliance with the terms of this Agreement, then each party shall furnish only that portion of the Protected Information which it believes in good faith, after consulting with legal counsel, it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Protected Information.

### 32. Publicity.

We may display your name and logo(s) on our website or issue a press release identifying you as an ISO Office (Pty) Ltd client. If at any time you do not want ISO Office (Pty) Ltd to use your name or logo(s) in the ways described above, please let us know by sending a formal letter to [admin@iso-office.co.za](mailto:admin@iso-office.co.za).

ISO Office (Pty) Ltd will remove any reference to your name and logo(s) as soon as reasonably possibly, however, you acknowledge that it may take a short while to process your request and that some former publications of your name and logo(s) may still be publicly available.

### 33. Limited Warranties and Disclaimers

ISO Office (Pty) Ltd warrants that:

the Service will perform substantially in accordance with the User Manual and will be provided with reasonable care and skill. This warranty only applies so long as you use the Service in accordance with ISO Office's (Pty) Ltd Use Manual; and during your Subscription Term it will use commercially reasonable efforts to ensure that the Service will meet the service level specified in any service level guidelines notified to you by the ISO Office (Pty) Ltd from which you purchased your Subscription. ISO Office (Pty) Ltd warrants that it owns the Software, and that the Software was developed with reasonable care and skill by properly qualified personnel employing good quality materials, techniques, and standards



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ISO Office (Pty) Ltd does not warrants that ISO Office (Pty) Ltd:

is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and does not warrant and/or indemnify you against cyber-attacks, fraud, phishing, data breaches, data loss, data infringement or any other attack on your system or account that occurs as a result of your negligence or unauthorised access to your account by your user/s or a third party/s in relation to the Service and/or Use thereof. You agree to apply all reasonable security controls and measures when using the Service.

OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS CLAUSE 33, ISO Office (Pty) Ltd AND ITS SUPPLIERS AND ISO OFFICE (PTY) LTDS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS OR GUARANTEES (A) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (D) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT THE UTILITY OF BUSINESS MANAGEMENT SOFTWARE DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES.

#### 34. Force Majeure

- a) We shall have no liability to You under this Agreement if We are prevented from or delayed in performing Our obligations under this Agreement, or from carrying on Our business due to a Force Majeure, provided that You are notified of such an event and its expected duration, if quantifiable, in writing.
- b) To the extent that We delay or are unable ability to perform under this Agreement is due to the existence and its notification of a Force Majeure, the affected obligations of that We have under this Agreement will be suspended until the passing of that Force Majeure event. We will take all reasonable steps to minimise any disruption to the Services and resume the performance of its affected obligations.
- c) If substantially all of our obligations under this Agreement are suspended by a Force Majeure event under (clause 11) (a) by more than 21

(twenty-one) days. The parties may enter into discussions to modify the affected obligations by variation of this Agreement, in writing.

#### 35. Anti-Bribery and Corruption

- a) Each party will and will procure that person associated with them:
  - i. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements")
  - ii. not engage in any conduct which would constitute an offence under any of the Relevant Requirements.
  - iii. not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements
  - iv. promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement.
  - v. have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

#### 36. Governing Law, Jurisdiction & Sanctions

You hereby confirm that:

- a) You shall, at all times conduct business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities, including but not limited to, the Office of Foreign Assets Control (OFAC), the UN, the UK and EU.
- b) neither You nor any of Your Affiliates is named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations, or regimes, nor You or any of Your Affiliates owned or controlled by a politically exposed person; and
- c) You have and shall maintain throughout term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate Your compliance with this Sanctions Clause. You shall not permit any of Your Personnel to access and/or use the Services in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by ISO Office (Pty) Ltd and shall constitute a material breach of this Agreement. You will promptly notify ISO Office (Pty) Ltd if either You or any of Your Affiliates has violated, or if a third party has a reasonable basis for alleging that You or any of Your Affiliates has violated, this Sanctions clause You shall indemnify (and keep indemnified) ISO Office (Pty) Ltd, its Affiliates and their officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorney's fees and costs) arising out of





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or in connection with You (or Your Personnel) breach of this Sanctions clause.

- d) ISO Office (Pty) Ltd reserves the right to carry out an audit of Your locations and Personnel and Affiliates to assess Your compliance with this Sanctions clause.

### Governing law and jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with Schedule 1.

#### Schedule 1 – ISO Office (Pty) Ltd - Contracting Entities, Governing Law and Jurisdiction

Contracting Entity	Governing Law	Jurisdiction
ISO Office (Pty) Ltd; 15 Pinotage Avenue, Glen Erasmia Boulevard, Glen Erasmia Glen Marias Kempton Park, Gauteng South	South African Law	The parties irrevocably agree that the High Court of the Republic of South Africa has exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

### 37. Variation to these Terms and Conditions

- a) Subject to any agreement to the contrary and to clause (14)(c), these terms and conditions will remain in force for the Initial Term. We may propose a variation to these terms, to take effect from the commencement of the first Renewal Term or any anniversary of the commencement of that Renewal Term, provided that We notify You of any such proposed variation at least 90 (thirty) days in advance.
- b) If You do not agree to any variation to these terms and conditions We propose, you may terminate the Agreement by written notice to Us with effect at any time up to 90 days after We have notified You of the proposed variation without penalty and the terms and conditions will remain in force, without the proposed variation, until the date of termination.
- c) The preceding provisions of this (clause 14) do not apply to changes to the Fees. The Fees are fixed for the Initial Term but may be varied by Us with effect from the commencement of any Renewal Term, provided that We must notify You of the amended Fees at least 90 (thirty) days prior to the commencement of each Renewal Term.

### 38. General

- a) Either You or We may assign or novate the Agreement to a related body corporate with the

prior written consent of the other party, which will not be unreasonably withheld or delayed.

- b) We may subcontract all or any part of the Services with Your prior written consent, provided We:
- remain responsible for the performance of the Services in accordance this Agreement.
  - will be and remain liable to You for all acts, defaults, and omissions of Our subcontractors as if they were Our acts, defaults, or omissions; and
  - ensure each subcontractor complies with the terms of this Agreement, as if a reference to Us in any such term of this Agreement was a reference to a subcontractor.
- c) A provision of, or a right created under this Agreement may not be waived or varied except in writing, signed by the party or parties to be bound.
- d) Force Majeure. ISO Office (Pty) Ltd will have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control.
- e) If any provision of this Agreement is held to be invalid, unenforceable, or illegal for any reason, this Agreement will remain otherwise in full force apart from such provision which will be severed.
- f) This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous representations, agreements, understandings, and negotiations on that subject matter.
- g) Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or which are necessary, or reasonably requested by any other party, to give effect to this Agreement.
- h) The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

### 39. Entire Agreement.

This Agreement represents the complete and exclusive understanding between you and ISO Office (Pty) Ltd regarding your Subscription and Use of the Service and supersedes any prior purchase order terms, confirmation, advertising, representation, agreement or other communication, except that if you sign a paper copy of this Agreement the parties agree that the terms in the physical signed document shall prevail over the terms of the subscription agreement to which you indicate your acceptance by clicking the "I Accept" or similar button during the activation of your Subscription. The parties agree that notwithstanding the fact you will still need to click on the "I Accept", sign this agreement, or similar button





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during the activation process, such action does not indicate your acceptance of such terms and that the terms of such subscription Licence agreement shall have no effect. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance, or warranty other than as expressly set out in this Agreement. Nothing in this clause shall limited or exclude the parties' liability for fraudulent misrepresentation.

**Company Details**  
(Fill in Block Letters)

Company Name	
Company Reg Nr	
Company Address	
Company VAT Number	
Contact Number	

**Company Administrator Details**  
(Fill in Block Letters)

Name	
Surname	
Email Address	
Contact Number	

**Company Technical Details**  
(Fill in Block Letters)

Name	
Surname	
Email Address	
Contact Number	

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Authorized Signature for Company**  
(Fill in Block Letters)

Name	
Surname	
Email Address	
Contact Number	
Signature	
Date	

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**ISO Office**  
 - COMPLIANCE SIMPLIFIED -

**Authorized Signature for Company**  
*(Fill in Block Letters)*

Name	
Surname	
Email Address	
Contact Number	
Signature	
Date	

**Authorized Witness for ISO Office (Pty) Ltd**  
*(Fill in Block Letters)*

Name	
Surname	
Email Address	
Contact Number	
Signature	
Date	

**Authorized Witness for ISO Office (Pty) Ltd**  
*(Fill in Block Letters)*

Name	
Surname	
Email Address	
Contact Number	
Signature	
Date	

***ISOMS***  
***AFFORDABLE, TRANSPARENT, USER-FRIENDLY***  
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***the Benchmark in Simplicity***

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