



Master Service Agreement

Enterprise

Service Provider and Customer agree that the terms and conditions of this Service Level Agreement (“SLA”), including the service levels and associated measurements are effective as of the Effective Date of this Agreement.

This Agreement is between

KLIQ (PTY) LTD

and

COMPANY NAME: _____

REGISTRATION NUMBER: _____

This SLA will commence when the services are used commercially, but the service level measurements will apply only in certain phases or once all pre-conditions have been met.

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1 GOING LIVE

Prior to going live with the Services, the Customer is responsible for the following (“**Scoping**”) pre-conditions that form the basis for the initiation of the Service Level Measurements in this SLA.

The Customer will:

Provide a comprehensive and current User Requirement Specification (“URS”) that must clearly include or identify the following:

- a) GPS co-ordinates for the locations that are required to be connected, or -
- b) Physical addresses for such locations and any other information that will assist with establishing a link or multiple links;
- c) Site plan (map with building locations) for any proposed network coverage area;
- d) Any needs or requirements at every office, room or other identified point demarcated with reasonable clarity and clearly delineated on the site map/plan drawings;
- e) Specify precisely with reference to the site plan the type of equipment needed in each location (telephone, fax, etc) and the number and type of equipment preferred;
- f) Specify the type, quality and bandwidth capacity required;

Comply with all Service Provider requirements identified in the URS Reply by:

- a) Completing the Implementation Worksheet (“IW”) attached hereto and associated audit tasks;
- b) Remedying any open issue identified on the IW;
- c) Confirming that all Service Provider requirements identified in the URS reply and IW have been met;
- d) Signing off on the IW that the key Scoping requirements have been met;
- e) Obtaining Service Provider’s approval and agreement that the tasks listed on the IW have been satisfactorily completed.

2 OPERATIONAL AVAILABILITY

2.1 Hours of operation (“Uptime”) are as set out below:

Customer acknowledges that it will not be able to access the Services during system maintenance in accordance with the following table, which table the Service Provider may change from time to time upon reasonable notice to Customer:

Period	Duration of Scheduled Downtime	Time Period
Per Month	Three (3) hours	36 hours per annum

The Customer acknowledges that the Service Provider may require additional Scheduled Downtime to ensure optimum performance of the network, and Service Provider will notify Customer in advance of any Scheduled Downtime that exceeds what is provided in the table immediately above.

Service Provider may perform Unscheduled Maintenance only when, in Service Provider's commercially reasonable discretion, doing so is necessary to avoid loss of Services or an adverse impact to the Network, or during any downtime mutually agreed to with Customer to correct an unexpected situation. Service Provider shall endeavour when practical to provide advance notice to Customer of all Unscheduled Maintenance. Service Provider shall indicate to Customer the Hardware or Software affected and the reasons for and duration of any Unscheduled Maintenance, where such Unscheduled Maintenance exceeds Three (3) hours of Downtime.

3 NETWORK AVAILABILITY SERVICE LEVEL

3.1 For purposes of this SLA,

"**Unscheduled Downtime**" means when the Service Provider monitoring solution alerts the Service Provider that the internet or wireless link is NOT accessible to the Customer or the customer is unable to transmit data, but Unscheduled Downtime shall not accrue during the following exceptions:

- a) Scheduled Downtime;
- b) Time taken for Unscheduled Maintenance;
- c) Time when any Customer-provided infrastructure or service is not available (including but not limited to electrical power supply)
- d) The international data link between South Africa and the internet backbone is down or severely impaired (Seacom, SAT-3 or any other applicable international link), if internet bandwidth is included in the Services provided. This does not include voice or VPN services.
- e) Disaster (including high winds, fire, snow or vandalism)
- f) User negligence or error (especially unplugging equipment)
- g) "**Network Availability Performance**" is calculated on a rolling annual basis, but recorded monthly as follows:

$$\frac{\text{Total Uptime to date, less (Total Unscheduled Downtime to date)}}{\text{[divided by] Total Uptime to date.}}$$

3.2 Target

For Gold Service Level only, Service Provider undertakes to provide Customer with Network Availability Performance of 99.5% or greater for each calendar year, and failure to do so will result in Customer receiving a Credit as described in Section 9 of this SLA.

3.3 Exclusions.

Notwithstanding the offer of Credits to Customer for Service Provider's failure to meet the Network Availability Performance target, no Credit shall be earned or shall accrue:

- a) during Implementation;

- b) prior to the Scoping having been met;
- c) during Scheduled Downtime;
- d) during any Unscheduled Maintenance;
- e) during Disaster Recovery;
- f) Where Customer or its employees are negligent or committed some act or omission that was the proximate cause of the down time:
- g) Whenever electric power is unavailable;
- h) When access to the site is not available to complete repairs as required;
- i) An individual machine/device shows as down due to internal/user error.

4 DISASTER RECOVERY

The Services include a minimum level of Disaster Recovery. In the case of a system failure resulting in a complete loss of access to the Services, Service Provider's goal will be to restore the Services as soon as possible, as Service Provider reasonably determines. Customer acknowledges that such an event may result in partial or degraded Services when restored.

4.1 Customer Responsibilities

- a) Customer's ability to declare a Disaster is conditional upon the Customer having designated in writing to Service Provider one or more representatives authorized to declare a Disaster and who must be available at the time to mutually declare a Disaster with Service Provider.
- b) During a Disaster Recovery, Customer shall have its representative available to work with the recovery team. All such Customer representatives shall participate from the Customer site and must be sufficiently knowledgeable of the application to allow successful testing.

4.2 Service Provider's Responsibilities

Service Provider is responsible for preparing the recovery site and executing the recovery service procedures upon declaration of a Disaster. Service Provider will ensure the availability and functionality of the Network at the Services facility. Upon completion, Service Provider will work with Customer's representatives to perform sufficient testing to ensure that the Network and Services have been sufficiently restored.

4.3 Service Level

- a) Target:

Service Provider's goal is to restore operations within Five (5) business days from the time the parties mutually declare the Disaster, but Customer acknowledges that except as otherwise specified in Schedule 1, Service Provider does not

 - i store surplus hardware for Disaster Recovery; or
 - ii perform rehearsals for Disaster Recovery, and

Customer acknowledges that the times for Disaster Recovery will depend upon the size and extent of the disaster.

b) Exclusions:

- i. Unless otherwise stated in this Agreement, Service Provider will have no responsibility for Disaster Recovery services other than as specifically set forth in this Section 5.

Customer acknowledges that during Disaster Recovery, Customer will not be entitled to receive any Credit or the benefits of Service Desk Response time goals

5 SERVICE DESK

On call support will be available during Uptime. Customer shall direct all Services related calls only through a Designated-User specifically designated by Customer. Customer shall make all of its Services related calls through a Designated-User directly to the individual designated by Service Provider as the primary person for Customer to contact for support (the “**Customer Manager**”) during Business Hours. Outside of Business Hours, Customer shall direct all Services related calls to Service Provider Customer Support. Each call for a new trouble issue shall initiate a case identified by number (a “**Case**”). Customer shall direct all other calls to Service Provider Support Center. Support number: +27 10 590 8508.

5.1 Categorize Service Provider Customer Support

Service Provider will categorize Service Provider Customer Support cases according to the following priorities:

Case Priority Category	Description
1-Critical	System is down. Customer has no access
2-Urgent/High	The reported issue is significantly interfering with Customer’s effective or imminent planned use of the network.
3-Medium	The reported issue does not materially affect Customer’s use of any network service.
4-Low	The issue reported does not affect Customer’s use of network service.

5.2 Escalation of Services

Customer’s call to Service Provider will initiate a Case, and Service Provider will escalate the Case according to the case priority and time elapsed indicated as follows:

Case Priority Category	Level 1 (Technical Manager/Project Manager)	Level 2 (Network Services Director)	Level 3 (General Manager)
1	After 30 minutes	After 1 hour	After 1.5 hours
2	After 30 minutes	After 1 hours	After 1.5 hours

5.3 Designated-User

Customer may, by notice to Service Provider, name one User a “**Designated-User** and a secondary User as a secondary “**Designated-User**”. Customer may change the names of up to ONE Designated-User per month by so notifying Service Provider via email to support@kliq.co.za.

5.4 Service Level:

Service Provider will use commercially reasonable efforts to provide support for the Services as set in Customer’s SLA to address the priorities of Cases reported to Service Provider by Customer:

Case Priority Category	Estimated Initial Response time from first contact to Service Provider	Estimated Status Reporting	Resolution Time Goals
1-Critical	within 60 minutes	Daily	8 hours maximum
2-Urgent/High	within 2 hours	Daily	1 calendar day
3-Medium	within 1 working day	48 hours	2 calendar days
4-Low	within 3 working days	Weekly	3 calendar days

6 REPORTING

Commencing with the initial Production, Service Provider will on the 21st day of each month provide the following reports:

6.1 Customer’s Application Availability Performance for the prior month;

- a) the number of open support cases; and
- b) analysis of any root causes for any significant problem that arose during the previous month.
- c) If Customer believes a report is incorrect, Customer shall so notify Service Provider in_writing addressing specific measurements in dispute and describing the nature of the dispute.

7 REMEDIES

7.1 Credits

Following the acceptance of the IW, Service Provider shall provide a minimum_Network Performance at the target set out in Section 3.2 of this SLA, and Service Provider's failure to meet that target will qualify Customer for a Credit. Notwithstanding Customer's qualification for a Credit, Customer shall not earn any Credit arising at any of the times listed for exclusion under Section 3.3 of this SLA or if the failure otherwise qualifying Customer for a Credit is attributable to any of the performance exceptions listed in Section 7.2 of this SLA. Service Provider will apply Customer's Credits against the On-Demand Fee each month and show it on the following month's invoice. The aggregate maximum Credit that Customer may receive for any single calendar month shall not exceed 10% of the On-Demand Fee paid by Customer for that month.

Application Availability Performance	Credit %
99.5% or above	0
99.4% or below	Up to 20%
Credit of 1% of Monthly fee for every 1% of Network Performance Below Target, up to a Maximum of 20% Credit	

7.2 Performance Exceptions.

Customer's remedies under this SLA shall not accrue, and Service Provider shall not be responsible for deterioration or degradation of the Services or for paying any Credits for failure to comply with the terms of this SLA, to the extent such remedy or failure results, in whole or in part, from:

- (i) any occurrence, cause or event, including Unscheduled Downtime, outside Service Provider's reasonable control, which includes, but is not limited to, the factors identified in Section 13 (Force Majeure) of the SLA and any suspension pursuant to Section 9 of the SLA;
- (ii) (ii) any action or inaction of Customer or any third party; (iii) Customer's equipment or any third party equipment not within the sole control of Service Provider or a party under contract with Service Provider to provide services in connection with the Agreement; (iv) any defect or bug in the Software or a patch;
- (iii) (v) Customer's failure to follow any Service Provider recommendation;
- (iv) (vi) Customer's connectivity services; or
- (v) (vii) any third party software interfacing with any Software.

7.3 Sole and Exclusive Remedy.

This Section 7 of the SLA states Customer's sole and exclusive remedy for any failure or interruption of Services and for any failure by Service Provider to meet any Network Performance target as well as for

any breach or other violation by Service Provider or any Supplier of any warranty or obligation under this SLA.

8 EQUIPMENT SUPPLIED BY THIRD PARTIES

8.1 Third party Equipment

The Customer has no contractual relationship with the Third Party Equipment supplier and as such, the Service Provider shall be liable for faulty or damaged third party equipment it provides to the Customer in respect of this SLA.

8.2 Service Provider supply defective Equipment

Should Service Provider supply defective Equipment, Service Provider shall replace such equipment with identical Equipment in good working order as soon as is reasonably possible.

9 EQUIPMENT SUPPLIED BY THE SERVICE PROVIDER

9.1 Equipment supplied by the Service Provider

All equipment supplied by the Service Provider remain the property of Kliq and are removed upon termination of the contract, including but not limited to:

- a) Switches;
- b) Towers;
- c) Power supply equipment;
- d) Wireless devices;
- e) Any equipment related to the provision of services supplied by Kliq
- f) A full list of equipment subject to 9.1 will be supplied upon completion of network installation and updated when required

10 SPECIFIC EXCLUSIONS

10.1 Internal network devices and configuration

Internal network devices and configuration are not covered by Kliq support. Any issues arising from incorrect configuration or faulty equipment and network devices are specifically excluded.

10.2 User devices, laptops, desktops or any related network

User devices, laptops, desktops or any related network connected devices are excluded from Kliq support.

11 BREACH

11.1 Breaches of terms or conditions

If either of the parties hereto breaches any of the terms or conditions of this Agreement and fails to remedy such breach within 14 (fourteen) days after the receipt of written notice from the other party, the other party shall then have the right, without prejudice, to any other right or remedy which it may have, to:

- a) Terminate the agreement, although it is specifically agreed that the Service Provider shall not cease to perform as a remedy to breach, but rather terminate the agreement as per clause 15
- b) claim for direct damages.

In the event of any expiration, termination or cancellation of this Agreement, provisions hereof which are intended to continue shall so continue and survive.

12 DISCLAIMER AND LIABILITIES

12.1 Service Provider

Service Provider shall not be liable for any loss of profits, loss of savings or any other actual or consequential damages suffered by the Customer or for any claim lodged against the Customer by third parties for any losses incurred as a result of any act or omission by Service Provider.

12.2 Cession

Service Provider shall not be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the Customer.

13 DOMICILIUM AND NOTICE

Respective domicilium citandi et executandi

The parties elect the following addresses as their respective domicilium citandi et executandi at which all notices and other communications must be delivered for the purposes of this Agreement:

- a) Service Provider:

By hand: Ground Floor,
Route 21 Corporate Park,
82 Sovereign Drive
Irene, Centurion
South Africa,
0178

By post: PostNet Suite 1539
Private Bag X1007
Lyttelton
0140
South Africa

By email: erik@kliq.co.za
gareth@kliq.co.za
inge@kliq.co.za

b) Customer:

By hand: _____

By post: _____

By email: _____

13.1 Written Communication

Any notice or communication required or permitted to be given in terms of the Agreement shall only be valid and effective if it is in writing.

13.2 Electronic Mail Communication

Notice or communication shall be permitted in terms of the Electronic Communication and Transactions Act 25 of 2002 including email.

14 FORCE MAJEURE

Neither party shall be liable for any failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to lightning, strike, flood, wind, fire, earthquake, war, pandemics and government/state regulations, lockdowns and state of emergency or other civil disturbance.

Should either party be unable to fulfill a material part of its obligations under this Agreement for a period in excess of 30 (thirty) days due to circumstances beyond its control, the other party may, in its sole discretion, cancel this Agreement forthwith by written notice.

15 TERMINATION

15.1 Termination for convenience

15.1.1. Either Party shall be entitled to terminate the Agreement for convenience by providing the other Party with sixty (60) calendar days' prior written notice to that effect.

15.2 Termination for cause

Without prejudice to any rights and remedies that may have accrued, either Party may terminate this Agreement with immediate effect upon written notice, if the other Party:

15.2.1. ceases to trade (either in whole, or as to any part involved in the performance of This Agreement); or

15.2.2. has a court order issued against it placing it under final liquidation. For the avoidance of doubt, where a Party is undergoing business rescue in accordance with the Companies Act No. 71 of 2008, and for so long as that Party is still complying with its obligations under this Agreement, and subject to clause 11

15.2.2.1 the other Party may not terminate the Agreement in accordance with this clause 15.2.

15.3 Breach

Either Party shall be entitled to terminate this Agreement in the event of the other Party committing a material breach of any of the terms of the Agreement and failing to remedy such breach within a period of thirty (30) calendar days after receipt of written notice drawing its attention to the breach and demanding that it be remedied.

16 DATA PRIVACY AND PROTECTION

16.1 The Customer hereby consents to the Processing by the Service Provider of its Personal Information and any other information that the Customer may provide to the Service Provider for all purposes related to providing the Services.

16.2 The Service Provider shall:

16.2.1 use its best efforts to keep Personal Information confidential and shall not disclose any Personal Information to any other person except as required by law, save to the extent set out herein;

16.2.2 utilise reasonable technical and organisational measures in accordance with best industry practice for the purpose of complying with its obligations in terms of clause 17.2;

16.2.3 at all times strictly comply with the POPI Act and other applicable laws, regulation or code relating to data protection in South Africa, or other requirements enforced by any relevant industry or self-regulatory body within the Republic of South Africa in the provision of the Services; and

- 16.2.4 not, at any time copy, compile, collect, collate, Process, mine, store, transfer, alter, delete, interfere with or in any other manner use data for any purpose other than providing the Services to the Customer other than with the express prior written consent of the Customer.
- 16.3 The Parties record that all data provided by the Customer to the Service Provider (“Data”), in whatever form, (except such data relating to the Charges, Service Provider Equipment, Network and Services, which remains Service Provider’s Intellectual Property), is the Customer's Intellectual Property. Accordingly, the Customer retains all right, title and interest in and to the Data.
- 16.4 The Customer acknowledges that it is primarily responsible for complying with any Data protection obligations imposed in terms of any law, including the common law, and shall obtain any consents necessary for the disclosure of Personal Information to the Service Provider for the purposes of this Agreement.
- 16.5 The Customer shall separate any Personal Information from any other data provided to Liquid for the purpose of providing the Service and shall designate the Personal Information as such before disclosing or otherwise making it available to Liquid.
- 16.6 The Customer shall immediately notify the Service Provider if there is any change to its Personal Information, or to correct any errors in the Customer's account or Customer information. The Customer may at any time request access to, rectification or deletion of, the Personal Information held by the Service Provider in relation to the Customer.
- 16.7 The Customer is entitled to withdraw its consent to the Processing of its Personal Information by giving written notice to the Service Provider together with the grounds therefor; provided that the lawfulness of the Processing of Personal Information before such withdrawal will not be affected or the withdrawal will not affect any Processing that:
- 16.7.1 is necessary to carry out actions for the conclusion or performance of any agreement between Liquid and the Customer;
 - 16.7.2 complies with an obligation imposed by law on the Service Provider;
 - 16.7.3 protects a legitimate interest of the Customer; or
 - 16.7.4 is necessary for pursuing the legitimate interests of Liquid or a third party to whom the Personal Information is supplied.
- 16.8 The Customer is entitled to –
- 16.8.1 object, by written notice to the Service Provider, to the Processing of its Personal Information on reasonable grounds, unless legislation provides for such Processing;
 - 16.8.2 lodge a complaint to the Information Regulator, established or to be established in terms of the POPI Act, regarding the alleged unlawful Processing of the Customers personal information by the Service Provider. The Information Regulator's contact details will be published in the Government Gazette and/or by the Information Regulator, once it is established.”

17. BREACH AND RESOLUTION OF DISPUTES

- 17.1 In the event of either party alleging any material of its obligations by the other, such party must first give written notice to the party in breach to remedy such breach within a period of 14 (fourteen) work days or such longer period as may be appropriate in the circumstances. Should the other party deny such breach, the most senior available executive officers of each party shall meet on an urgent basis and in good faith attempt to settle the dispute informally within ten work days or such longer period as may be agreed upon in the circumstances.
- 17.2 In the event of the parties not settling an alleged breach or dispute amicably within the time periods envisaged in clause 17.1, neither party will be entitled to approach the court (other than for payment of a liquidated amount) before referring such dispute to a Referee in terms of clause 17.3 hereunder.
- 17.3 Either party may at any time after the expiry of the amicable settlement period referred to in 17.1 refer a material dispute to a Referee with the instruction to settle the dispute as quickly and expeditiously as possible. The Referee shall have the widest possible powers in law to dispose of such dispute as quickly as possible, which powers shall include the authority to dispense with the normal rules of evidence and to exclude legal representation by both parties. The Referee shall act as an expert in own right and shall be, in the event of:
- 17.3.1 a dispute regarding financial matters, an Chartered Accountant with at least 10 (Ten) years' experience;
- or
- 17.3.2 a dispute about any technical matter, an Engineer or other suitably qualified person with at least 10 (Ten) years' experience in such technical field;
- or
- 17.3.3 a dispute about any other matter, an Attorney or Advocate with at least 10 (Ten) years' experience;
- 17.4 In the event of parties being unable to agree on a Referee, each party shall be entitled to submit a list of not more than 3 (Three) candidates to the Chairperson of the Pretoria Attorneys Association with authority to delegate and who in his/her entire discretion shall be entitled to appoint a Referee (whether nominated by any party or otherwise). Such appointment shall be final and binding upon both Parties.
- 17.5 The Referee shall have the power to make any order that a Judge of the High Court may make, including an award of costs and an order to compel.
- 17.6 The decision of the Referee shall be final and binding on both parties hereto, save in the event of mistake, gross negligence or miscarriage of justice.

18 CONFIDENTIALITY

- 18.1 Both Parties agree and undertake:

- 18.1.1 except as permitted by this Agreement, not to use, disclose or publish any Confidential Information, including this Agreement, without the prior written consent of the other Party;
- 18.1.2 to restrict the dissemination of the Confidential Information to only those of its employees who are actively involved in activities for which use of the Confidential Information is authorised and then only on a 'need to know' basis and to take all practical steps, both before and after disclosure, to impress upon its employees who are given access to Confidential Information, the secret and confidential nature thereof.
- 18.2 The Parties acknowledge that the Confidential Information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) or which otherwise comes to the knowledge of the Receiving Party, the Disclosing Party has not conferred any rights of whatever nature in such Confidential Information on the Receiving Party.
- 18.3 Confidential Information excludes information which is lawfully in the public domain at the time of disclosure or subsequently becomes lawfully part of the public domain; becomes available to the Receiving Party from a source other than the Disclosing Party or is disclosed pursuant to a requirement or request by operation of law, regulation, court order or as a consequence of any judicial proceedings to which a Party is a party.
- 18.4 The onus to establish whether the Confidential Information falls within the exclusions referred to in clause 19.3 shall rest on the Receiving Party.
- 18.5 The Receiving Party shall protect the Confidential Information in the manner, and with the endeavour of a reasonable person protecting its own Confidential Information.
- 18.6 The Parties record that this clause 19 shall not be applicable where either Party discloses Confidential Information to its attorneys or auditors, provided that such disclosure is reasonably required by the Disclosing Party for the purposes of conducting its business activities.
- 18.7 This clause 19 is severable from the rest of the Agreement and shall remain valid and binding on the Parties for a period of five (5) years after the termination or expiration of the Agreement.
- 18.8 The Parties acknowledge and agree that, for the purposes of Section 64(1) of the Promotion of Access to Information Act, No. 2 of 2000, the Confidential Information is provided in confidence by the Parties.”

19 AUDIT

- 19.1 Subject to the Confidentiality provisions in clause 19 above, the Customer reserves the right to audit or investigate the Service Provider’s compliance with this Agreement, specifically with regard to the Services or compliance by the Service Provider with the applicable Personal Information protection and privacy and/or security requirements, data protection and all requirements under applicable laws, including the POPI Act, in compliance with the terms and condition of this Agreement. Such audit or investigation may be carried out by the Customer or its auditor(s) or appointed third party advisers.

- 19.2 Without derogating from the provisions of 20.1 above or without limiting the generality hereof, the scope of the audit or investigation may include or be in relation to:
- 20.2.1 any or part of the Services; and/or
 - 20.2.2 data, books, records, policies, processes and procedures or information systems relating to the Services.
- 19.3 The Service Provider shall, for the duration of this Agreement, maintain a complete audit trail of financial and non-financial transactions or obligations resulting from the Agreement. The Customer shall ensure that it carries out the audit or investigation in a reasonable way so as to cause minimal or no disruption as is reasonably possible to the business operations of the Service Provider or the obligations of the Service Provider in terms of this Agreement.
- 19.4 The Service Provider shall, at no cost and expense to the Customer, provide all assistance reasonably requested by the Customer in relation to any audit or investigation, including providing access to facilities, sites, records, information, processes or its personnel for the purpose of the audit or investigation hereof.
- 19.5 The Customer may carry out or cause the auditing or investigation envisaged hereof once a quarter or, where circumstances dictates but subject to Liquid giving the Service Provider prior written notice, at such periodic intervals as the Customer may require.

20 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto. No Alterations, amendments or variations to this Agreement shall be regarded as valid and binding unless reduced to writing and signed by the parties hereto.

No relaxation or indulgence shown by any party to the other shall be regarded as a waiver of that party's rights as contained in this Agreement.

21 APPLICABLE LAW

This Agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this Agreement) shall be interpreted and governed in all respects by the laws of the Republic of South Africa.

22 LEGAL COSTS

Any action instituted by the Company against the Customer including but not limited to consultation with the Company's attorneys, as a result of any breach of any of the terms herein, by the Customer, shall entitle the Company to recover all its attorney and own client legal cost occasioned by such breach from the Customer

Signed at _____ on the _____ day of _____ 20_____

KLIQ'S SIGNATURE (Please sign in full)

Full names of Signatory: _____

Capacity: _____

Date of Signature: _____

Place of Signature: _____

RECIPIENT'S SIGNATURE (Please sign in full)

Full names of Signatory: _____

Capacity: _____

Date of Signature: _____

Place of Signature: _____

WITNESS 1

WITNESS 2

WITNESS 1

WITNESS 2