

LICENSE AND SUPPORT AGREEMENT

entered into by and between

THE LICENSOR

IDI TECHNOLOGY SOLUTIONS (PTY) LTD

and

THE LICENSEE

PIXLEY KA SEME DISTRICT MUNICIPALITY

THE PARTIES AGREE AS FOLLOWS:-

1 DEFINITIONS AND INTERPRETATION

- 1.1 For purposes of this Agreement the following words shall have the following meanings:-
- 1.1.1 "Anniversary Month" means the month of the Commencement Date.
 - 1.1.2 "**Agreement**" means this License and Support Agreement and the schedules and/or annexures attached to it.
 - 1.1.3 "**Business Day**" means each day of the week excluding Saturday, Sunday and Public Holidays in the Republic of South Africa.
 - 1.1.4 "**Business Hours**" means from 8am to 5pm South African time on every Business Day
 - 1.1.5 "Commencement Date" shall be deemed to have commenced from 15 November 2025 ("Commencement Date") despite the date of signature of the Agreement
 - 1.1.6 "**Configuration**" means set up of the Software parameters to meet the Licensee's specific needs within its technology environment, but excludes Customisation.
 - 1.1.7 "**Customisation**" means adapting the Software within the existing functionality of the Software to meet the Licensee's specific needs.
 - 1.1.8 "**Enhancements**" means significant changes to the Software to meet Licensee's specific needs resulting in the addition of features or capabilities not present in the Software prior to the introduction of the changes, as well as any changes to the Software designed to permit use of the Software on hardware or in conjunction with operating system software, other than that for which the Software was initially designed or beyond those envisaged in the standard Software.
 - 1.1.9 "**Fault**" means that the Software fails to conform to the specifications as set out in the Software Documentation.
 - 1.1.10 "**Hot-Fix**" are intermediate corrections and/or patches of bugs or errors due to reported Faults.
 - 1.1.11 "**IDI Technology Solutions (Pty) Limited**" and "**IDI**" means a company incorporated in accordance with the laws of the Republic of South Africa, with the Registration number 2002/012395/07, being the owners, developers of and providers of maintenance and support for the Software.
 - 1.1.12 "**IDI's Standard Charges**" means IDI's hourly rates as specified from time to time, and subject to annual increases.

- 1.1.13 **"Implementation"** or **"Implementation Plan"** means the installation, Configuration and training services in respect of the Software by IDI according to the Licensee's specific needs.
- 1.1.14 **"Implementation Fee"** means the fees payable by the Licensee for the Implementation as specified in Schedule 1.
- 1.1.15 **"IDI Standard Hours"** means 08h00 to 17h00 on Business Days.
- 1.1.16 **"License Fee"** means the license fees specified in Schedule 1.
- 1.1.17 **"the Licensee"** means Pixley Ka Seme District Municipality, a public company incorporated in accordance with the laws of the Republic of South Africa, with the Registration number N/A, and includes its holding, associate and subsidiary companies.
- 1.1.18 **"the Licensor"** shall mean IDI Technology Solutions (Pty) Limited.
- 1.1.19 **"party/parties"** means IDI and the Licensee, whether individually or collectively.
- 1.1.20 **"POPI Act"** means the Protection of Personal Information Act, 4 of 2013.
- 1.1.21 **"Software"** means the BarnOwl software and the Software Modules and any Enhancements thereto.
- 1.1.22 **"Software Documentation"** means the manuals relating to the Software issued with the Software, containing instructions pertaining to the use of the Software and setting out the operation of the Software.
- 1.1.23 **"Software Modules"** means the software modules specified in Schedule 1.
- 1.1.24 **"Source Code"** means the source code (in either optical or magnetic media) in respect of the Software.
- 1.1.25 **"Support and Maintenance Fees"** means the support and maintenance fees payable by the Licensee for the Support Services as specified in Schedule 1.
- 1.1.26 **"Support and Maintenance Services"** means support services provided by IDI as specified in Schedule 1.
- 1.1.27 **"System Requirements"** means the information technology system specifications required to run the Software as specified in the minimum requirements document provided by IDI.
- 1.1.28 **"Update"** means:-
- 1.1.28.1 a release constituting a change or improvement to the existing functionality of the Software, which change or improvement relates to or effects the operating performance of the Software or an aspect

- of the Software, but which does not change the basic operation or functioning of the Software; and/or
 - 1.1.28.2 a service pack to correct an error in the Software; and/or
 - 1.1.28.3 a Hot-Fix; and/or
 - 1.1.28.4 a change and/or improvement to enable the Software to be compatible with a new operating system; and
 - 1.1.28.5 constitutes changes and/or improvements which generally result in a new release of the Software within the current version (such as a move from version 1.0 to version 1.1, 1.2 and the like, or a move from version 2.0 to 2.1). Updates containing Hot Fixes do not inevitably follow this naming convention.
- 1.1.29 “**Upgrade**” means a change or improvement to the Software involving the addition of new functionality to the Software and resulting in a new version of the Software (such as move from version 2.0 to version 3.0). An Upgrade is a significant change and/or improvement to current functionality and contains functionality not considered in the Software Documentation for the current version.
- 1.1.30 “**Upgrade Fees**” means the annual upgrade fees payable by the Licensee for the Upgrades as specified in Schedule 1.
- 1.1.31 “**Workaround**” means computing a method for overcoming a problem or limitation in the Software at the request and for the specific purposes of the Licensee, without changing the Software itself.
- 1.2 In this Agreement clause headings are for convenience and are not to be used for purposes of interpreting the Agreement.
- 1.3 Unless the context indicates a contrary intention: -
 - 1.3.1 an expression which denotes any gender includes the other genders;
 - 1.3.2 a natural person includes a juristic person and *vice versa*; and
 - 1.3.3 the singular shall include the plural and *vice versa*.
- 1.4 Defined words shall have the same meaning in the schedules or annexures to this Agreement, unless specifically indicated to the contrary in those schedules or annexures.
- 1.5 Where numerical figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.
- 1.6 Any reference in this Agreement to the “date of signature of this Agreement” shall be read as meaning the date of the last signature to this Agreement.

2 DURATION

- 2.1 This shall be deemed to have commenced from 15 November 2025 ("Commencement Date") despite the date of signature and shall endure indefinitely subject to payment of annual fees as per Schedule 1 unless terminated prior thereto by written notification in terms of clause 18 below.
- 2.2 Should The Licensee wish to extend the Upgrade Fees and Support and Maintenance Fees beyond the period referred to in Schedule 1, Schedule 1 will be amended as required and agreed to between the parties.

3 LICENSE TO USE THE SOFTWARE

- 3.1 The Licensor, who is the owner of the Software, hereby grants to the Licensee, with effect from the Commencement Date, a non-exclusive and non-transferable licence to use and access the Software and to utilize the Software Documentation pertaining thereto, provided the annual Upgrade fee is paid. A complete description of the Software hereby licensed by the Licensor to the Licensee and the cost thereof, appears in Schedule 1 hereof.
- 3.2 The licence granted in terms hereof entitles the Licensee to utilise the Software and the Software Documentation solely for its own business purposes and in the ordinary course of its business.
- 3.3 The licence granted to the Licensee is subject to the payment of Licence Fees and associated costs as set out in Schedule 1 hereof.
- 3.4 Subject to the provisions of clause 16 hereof, the right to use and access the Software shall endure provided the annual Upgrade fee is paid..
- 3.5 Should the annual Upgrade fees not be paid, the software license key will expire 3 months after the Anniversary Month and the Software will not be accessible. All backdated Upgrade fees will need to be paid in order to re-activate the license key.

4 IMPLEMENTATION OF THE SOFTWARE

- 4.1 IDI or its duly authorized sub-contractors shall perform the Implementation of the Software in accordance with the Implementation Services as specified in Schedule 1.
- 4.2 Unless otherwise agreed no other party shall be permitted to carry out the Implementation of the Software. It is specifically recorded that Updates and most Upgrades will be released to the Licensee as self-extracting files for download or will be provided to the Licensee on a self-extracting optical disk. IDI hereby specifically grants the Licensee permission to install such files.

- 4.3 Notwithstanding the outsourcing of the Implementation of the Software to a duly authorized sub-contractor in accordance with clause 4.1, IDI shall remain entirely responsible for the performance of the sub-contract.

5 LICENSE AND IMPLEMENTATION FEES

- 5.1 The Licensee shall pay a once off License Fee as specified in Schedule 1.
- 5.2 The License Fee will be billed on the date of signature (which shall be the date of the party signing last in time) of this Agreement and shall be payable within 30 (thirty) days of the date of IDI's valid tax invoice. The Software will only be installed and the license key activated on receipt of the initial payment for new installations as specified in Schedule 1.
- 5.3 The Licensee shall pay a once off Implementation Fee as specified in Schedule 1.
- 5.4 The Implementation Fee will be billed upon completion of the Implementation milestones and shall be payable within 30 (thirty) days of the date of IDI's valid tax invoice.
- 5.5 Unless otherwise stipulated the License Fee and Implementation Fee are exclusive of: -
- 5.5.1 Value Added Tax ("VAT"), and the Licensee shall be liable to pay VAT at the prescribed rate;
- 5.5.2 agreed and approved travel expenses and any other reasonable and unavoidable disbursements, and the Licensee shall be liable to pay these expenses and fees, within 30 (thirty) days of the date of IDI's valid tax invoice together with all supporting documentation in respect thereof;
- 5.5.3 the cost of any Microsoft operating system licenses and Microsoft SQL Server.

6 UPGRADE FEES

- 6.1 The Licensee shall pay Upgrade Fees annually in advance as specified in Schedule 1.
- 6.2 IDI shall provide Upgrades to the software as specified in Schedule 1 provided that the Upgrade fees have been paid.
- 6.3 Updates and Upgrades are released on a regular basis to licensees of the Software generally. IDI provides the Licensee with self-extracting Update and Upgrade files to enable the Licensee to perform their own Updates and Upgrades. Should the Licensee require any assistance from IDI to perform Updates and Upgrades, whether via remote access or onsite, this time will be deducted from the Support and Maintenance hours or, if exhausted will be billable and quoted for separately by IDI.

- 6.4 In requesting and providing the Support Services the parties shall comply with the provisions of Schedule 1, which outlines the support procedure.

7 SUPPORT AND MAINTENANCE FEES

- 7.1 The Licensee shall pay an annual Support and Maintenance Fee as specified in Schedule 1.
- 7.2 The Support and Maintenance Fees specified in Schedule 1 are billed annually in advance at a discounted rate and shall be payable 30 (thirty) days from the date of IDI's valid tax invoice.
- 7.3 IDI reserves the right to increase the Support and Maintenance Fees payable on an annual basis by a market related amount.
- 7.4 The Support and Maintenance usage as specified in Schedule 1 will be reviewed on an annual basis and adjusted accordingly where necessary.
- 7.5 Unless otherwise stipulated the fees are exclusive of: -
- 7.5.1 Value Added Tax ("VAT"), and the Licensee shall be liable to pay VAT at the prescribed rate; and
- 7.5.2 agreed and approved travel expenses and any other reasonable and unavoidable disbursements, and the Licensee shall be liable to pay these expenses and fees, within 30 (thirty) days of the date of IDI's valid tax invoice together with all supporting documentation in respect thereof.
- 7.6 The Licensee shall be liable for on-site Support and Maintenance Services on a time and material basis which are attributable to the Licensee's users' errors and / or errors in the operating environment on which the Software is installed or should the Licensee not be able to provide IDI with dial in support thus requiring on-site Support Services.
- 7.7 For the purposes of determining all time based charges as per IDI's Standard Charges, in terms of this Agreement, 30 (thirty) minutes or less shall constitute a half-hour and 30 (thirty) minutes and more, but less than 60 (sixty) minutes, shall constitute an hour.

8 USER GROUPS

- 8.1 The Licensee shall be entitled to participate in the user groups which the Licensor holds from time to time in order to discuss the various enhancements that have been made to the Software.

9 RESTRICTIONS ON USE OF THE SOFTWARE

- 9.1 The Licensee, shall not, without the prior written consent of the Licensor: -
- 9.1.1 In any way sell, alienate or dispose of all or any of the Software, or the Software Documentation;

9.1.2 In any way use the Software save and except for the express purpose as set out in this Agreement;

9.1.3 In any way attempt to modify, decompile, disassemble, reverse engineer, or derive the source codes or algorithms of the Software.

10 **3RD PARTY COMPLIANCE CONTENT**

10.1 Any 3rd party compliance content purchased directly from the Licensor for use within the Software provides for: -

10.1.1 a non-transferable and non-exclusive one year only content licence which is renewable annually directly with the 3rd party compliance content provider subject to the 3rd party compliance content provider's terms and conditions;

10.1.2 Should any annual subscription fees not be paid by the Licensee, the Licensee is obliged to delete the 3rd party compliance content and /or stop using the 3rd party compliance content after year 1, subject to the 3rd party compliance content provider's terms and conditions.

11 **WARRANTIES**

11.1 The Licensor warrants to the Licensee that the Software shall substantially perform in accordance with the Software Documentation, for a period of ninety (90) days from the date that the Software is supplied to the Licensee ("the warranty period").

11.2 During the warranty period, upon the Licensee's request, the Licensor will correct at no additional charge to the Licensee, each variance of the Software from the Software Documentation, by providing an update to remedy the identified variants.

11.3 In the event that the Licensor breaches the warranty as set out above, the Licensor's entire liability, and the exclusive remedy available to the Licensee will be that the Software shall either be returned to the Licensor, against a refund of the amounts paid in respect thereof, or alternatively the Licensor shall repair or replace the Software so that it does comply with the warranty provided.

11.4 The warranty provided by the Licensor is void if failure of the Software has resulted from, through no fault of the Licensor, accident, abuse, misapplication, abnormal use, unauthorised amendments, or a virus.

11.5 The Licensor is not liable for any damages, direct, indirect or consequential. Consequently, at no time shall the Licensee be entitled to any damages, including but not limited to consequential damages.

12 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 12.1 At all times, all intellectual property rights and ownership of the Software shall remain vested in the Licensor.
- 12.2 The Licensor indemnifies the Licensee against any claim that the normal use or possession of the Software and the Software Documentation (including but not limited to any new updates and/or improved versions thereof) infringes any intellectual property or any third party.
- 12.3 If the Software and/or the Software Documentation is held to allege or infringe any intellectual property rights, the Licensor shall have the option, at its own expense to (i) obtain for the Licensee the right under the relevant intellectual property right to continue using the affected Software and/or Software Documentation; (ii) replace the relevant part of the Software and/or Software Documentation with a non-infringing replacement; (iii) modify, provided such modification does not impact the Licensee's functionality, part of the Software and/or Software Documentation to make them non-infringing; or (iv) refund the amounts paid by the Licensee, and accept the return of the Software and/or the Software Documentation.
- 12.4 The Licensee shall inform the Licensor of any claim or action brought against the Licensee on the use of infringement of any copyright and other intellectual property rights in the Software and/or Software Documentation.

13 CONFIDENTIALITY, PRIVACY AND SECURITY OF INFORMATION

- 13.1 The Parties shall ensure confidentiality, privacy and the security of information of each other.
- 13.2 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the Confidential Information") shall be treated by the parties as confidential. No party shall reveal or otherwise disclose such Confidential Information to any third party without the prior written consent of the other party hereto. The foregoing restrictions shall not apply to the disclosure of necessary Confidential Information to employees and advisors of the parties. Any third party that may become privy to such Confidential Information shall first undertake in writing to protect the confidential nature thereof.
- 13.3 The confidentiality undertaking in this clause shall not apply in respect of Confidential Information within the public domain or a party's knowledge at the commencement of this Agreement or to any disclosure required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.

- 13.4 The party in receipt ("Recipient") of Confidential Information shall at all times hold information furnished by the party disclosing ("Discloser") such Confidential Information in strict confidence, unless otherwise agreed in writing by the Discloser. The Confidential Information shall, and shall use such information solely in connection with the contracted activities.

14 COMPLIANCE WITH THE POPI ACT

- 14.1 For the purposes of this clause, the following terms shall bear the meanings which appear opposite them. Any term which is not defined in this Agreement, but which bears a definition in the POPI Act, shall bear the definition which appears in the Act:
- 14.1.1 **"Data Subject"** means both natural and juristic persons, including IDI customers, the Licensee, Personnel, Employees and Third Parties.
- 14.1.2 **"Operator"** means natural or legal person, public authority, agency or other body, which Processes Personal Information on behalf of, and under the authority of a Responsible Person, under the terms of a contract or mandate;
- 14.1.3 **"Personal Information"** means any information that, on its own or collectively, is able to uniquely identify a person or entity including but not limited to the following:
- 14.1.3.1 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 14.1.3.2 the name of a person if it appears with other personal information, nationality, age, culture, language and birth, education, financial information or employment history;
- 14.1.3.3 views or preferences of a person, correspondence of private or confidential nature, views or opinions of another individual;
- 14.1.3.4 consumer or purchasing patterns;
- 14.1.3.5 e-mail address and physical address, location information or online identifier and telephone number;
- 14.1.3.6 and/or Special Personal Information.
- 14.1.4 **"Processing"** means any operation or activity or set of operations whether or not by automatic means concerning Personal Information, which includes:
- 14.1.4.1 collection, receipt, recording, organisation, collation and storage;
- 14.1.4.2 updating or modification, retrieval and alteration;

- 14.1.4.3 consultation;
- 14.1.4.4 use and dissemination by means of transmission;
- 14.1.4.5 merging, blocking, distribution, destruction or deletion; and/or
- 14.1.4.6 linking, restriction or degradation.
- 14.1.5 **“Responsible Party”** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information.
- 14.1.6 **“Special Personal Information”** shall mean the information set out in Section 26 of POPI. IDI does not process Special Personal Information.
- 14.1.7 **“Third Parties”** means a natural or legal person, public authority, agency or other body, with which IDI has a contractual relationship, and which is external to IDI.
- 14.1.8 **“VPN”** means a virtual private network between the IDI consultant and the Client’s target computer.
- 14.2 **Introduction**
 - 14.2.1 The Software is not housed or used by the Licensee on any of the internal systems of IDI, and therefore where any Personal Information is Processed by the Licensee or by IDI on the instruction and direction of the Licensee, whether in making use of the Software or otherwise, the Licensee shall remain the Responsible Party in regard to that information.
 - 14.2.2 During the Implementation Process, IDI acts as an Operator for the Licensee, and Processes Personal Information which is collected and stored by the Licensee, for the purposes of implementing the Software.
 - 14.2.3 The only Personal Information which IDI Technologies shall Process in the capacity of a Responsible Party shall be:
 - 14.2.3.1 Personal Information which may identify or be attributable to the Licensee directly, for the purposes of billing and/or invoicing the Licensee, following up with the Licensee in respect of Software Upgrades or License renewals, contacting the Licensee for the purposes of rendering the Services, creating and maintaining a database of Licensees for contact purposes, retaining a copy of this Agreement for record purposes; or
 - 14.2.3.2 Personal Information relating to client contacts who are involved in the Implementation of Projects, such as the Project Champion, Risk Officer, Audit Executive, Compliance Officer, Financial Officer, IT officers, etc, which includes information such as their name, email address and telephone numbers in order to allow IDI Technologies

to make contact with designated contact persons regarding the Project; or

14.2.3.3 From time to time, IDI Technologies may require a backup of the Licensee's BarnOwl database or may request VPN access to the client's IT environment in order to investigate data related issues in the BarnOwl database. Typically the only personal information stored in the BarnOwl database are user names and email addresses, which have been synchronized from the Licensee's Active Directory.

14.2.3.4 IDI Technologies also often requests VPN access to the client's IT environment in order to assist clients with the installation and upgrade of the BarnOwl software. Typically the only personal information stored in the BarnOwl database are user names and email addresses, which have been synchronized from the client's Active Directory.

14.2.3.5 IDI Technologies also requires the Licensee to complete an IT related checklist (containing information related to the Licensee's operating system and version/s, SQL version, server name/s etc.) of the Licensee environment specifically related to the installation of the BarnOwl software. This checklist is kept by IDI Technologies in order to assist the Licensee with future upgrades to the software.

14.3 **Warranties and Obligations of the Licensee**

14.3.1 The Licensee warrants that it will ensure compliance with all the obligations placed on it by the POPI Act and any other applicable legislation, insofar as they relate to the security, processing and protection of Personal Information.

14.3.2 The Licensee remains responsible for all Personal Information which is stored on its servers or systems, and for ensuring that appropriate internal security safeguards are in place to prevent data breaches, and undermine the security of Personal Information.

14.3.3 In relation to IDI acting as an Operator for the Licensee, the Licensee hereby indemnifies IDI and holds IDI harmless against any and all claims for loss and/or damage of any nature whatsoever, including but not limited to direct, indirect, special, incidental and/or consequential damages of whatsoever nature, arising from the Licensee and/or its employees', agents', representatives', outsourced agents' and/or sub-contractors' unauthorised processing of, access to, use and/or disclosure of any Personal Information obtained by it.

- 14.3.4 To ensure that its systems and servers are secure and sufficiently protected by appropriate security protocols to ensure the integrity of any personal information housed and processed by the Licensee.

14.4 Duties and Obligations of IDI Technology Solutions (Pty) Limited

- 14.4.1 Insofar as IDI Technology Solutions gains access to and Processes any Personal Information belonging to the Licensee or any Data Subject in respect of whose personal information the Licensee is responsible, IDI undertakes to do the following:
 - 14.4.1.1 not to process the Personal Information, other than as permitted or required by any agreement concluded between the parties, this Agreement or as required by any law or public policy;
 - 14.4.1.2 to use reasonable and appropriate security safeguards to comply with sections 19, 20 and 21 of POPIA for the protection of Personal Information, and to reasonably prevent any damage to, loss of, or unauthorised access or disclosure of the Personal Information housed (either temporarily or for an extended period), other than as provided for by any agreement concluded between the parties, this Agreement or as required by any law or public policy;
 - 14.4.1.3 to immediately notify the Licensee of any accidental or unauthorised access to Personal Information or access, where it should reasonably have not been granted such, given the particular circumstances;
 - 14.4.1.4 Not to copy, duplicate, transcribe, photograph or retain in any manner, other than as specifically authorized in terms of this or any other agreement between the Parties, any Personal Information which it may gain access to.
- 14.4.2 All persons who Process personal information on behalf of IDI, shall be subject to a duty of confidence.
- 14.4.3 IDI will only act on the Licensee's documented instructions (including but not limited to cross border transfer of personal information by IDI to a third-party), unless required by law to act without such instructions;
- 14.4.4 IDI Technologies will not engage a sub-contractor without the Licensee's prior written authorisation;
- 14.4.5 If requested and insofar as reasonably possible, IDI will take appropriate measures to help the Licensee respond to requests from individuals to exercise their rights;

- 14.4.6 IDI shall return (if requested) all Personal Information to the Licensee at the end of the contract, and shall delete all existing Personal Information which it may have in its possession, unless the law requires its storage.

14.5 Permitted Processing, Uses and Disclosures by IDI Technologies (Pty) Limited

- 14.5.1 IDI will only collect and Process Personal Information:
- 14.5.1.1 for the specific purposes for which it was disclosed to IDI, in terms of any agreement concluded between the parties, or alternatively for the proper treatment; and/or
- 14.5.1.2 as is necessary to render the services or implement the Software, alternatively for the exact purpose as contemplated in any agreement concluded between the parties; and/or
- 14.5.1.3 as required or permitted by law and/or to fulfil the legal responsibilities of IDI; and/or
- 14.5.1.4 with the express prior written consent of the Licensee; and/or

14.6 Sub-Contracting or Sub-Processing

- 14.6.1 IDI will not subcontract the implementation of the Software or any Processing of Personal Information performed on behalf of the Licensee under this Agreement without the prior written permission of the Licensee, in respect of each individual sub-contracting agreement which (Vendor) may wish to conclude.
- 14.6.2 Where the Licensee permits sub-contracting by IDI in respect of any of its Processing operations performed on behalf of the Licensee in terms of this Agreement, IDI shall actively retain a list of sub-contractor agreements concluded and provide such list, to the Licensee within 10 (ten) business days of the conclusion of the respective sub-contractor agreement. In addition, (Vendor) shall provide an updated list on the termination of each existing sub-contracting agreement, or on the conclusion of each new sub-contractor agreement, within 10 (ten) business days of the termination and or conclusion thereof.

15 FORCE MAJEURE

- 15.1 If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by any cause beyond the reasonable control of that party, including, without limitations, acts of God, civil commotion, riots, insurrection, acts of government, fire, explosion, the elements, epidemics, governmental embargoes or like causes ("force majeure"), the party so affected shall, to the extent so prevented, be relieved of its obligations hereunder during the period of such events and shall not be liable for any delay

or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other party may suffer due to or resulting from such delay or failure; provided always that written notice of the occurrence constituting force majeure shall be given within 24 (twenty four) hours by the affected party.

- 15.2 The parties agree that, should force majeure last more than 30 (thirty) days, the party who has not invoked force majeure to excuse any non-performance of its obligations may terminate this Agreement by giving 10 (ten) days' written notice to the other party.

16 BREACH

- 16.1 Should either party commit one or more of the following acts:

- 16.1.1 breach any term of this Agreement, whether such breach goes to the root of this Agreement or not, and fails to remedy the breach within 7 (seven) days after written notice has been given by the non-breaching party; or
- 16.1.2 is or becomes insolvent or commits an act which is an act of insolvency in terms of the Insolvency Act, No. 24 of 1936; or
- 16.1.3 is provisionally or finally sequestrated, or is placed into business rescue; or
- 16.1.4 any owner, manager, agent or employee of either party steals or participates in any theft of any property belonging to the other party, or perpetrates or participates in any fraud or dishonest conduct that might prejudice the other party,

then, in any such event, the non-defaulting party shall be entitled to cancel this Agreement with immediate effect.

- 16.2 On termination of this Agreement, for any reason whatsoever, the Licensee shall immediately cease using the Software for any purpose whatsoever, and shall on agreement between the parties either destroy, or deliver back to the Licensor the Software.

17 DISPUTE RESOLUTION

- 17.1 Either party which claims that a dispute has arisen, relating to, or in connection with this Agreement including performance, breach, termination or validity thereof ("Dispute") must give written notice thereof to the other party as soon as practicable after the occurrence of the event, matter of this which is the subject of the Dispute. Such Dispute shall be referred to a senior person of both parties who shall be the designated representative to attend to negotiations relating to the Dispute, which person shall have the authority to settle the Dispute.

- 17.2 If the Dispute is not capable of being resolved in accordance with clause 17.1 within 30 (thirty) days of the notice referred to therein, then either party may commence arbitration under the rules of the Arbitration Foundation of South Africa.
- 17.3 The seat of the arbitration shall be Johannesburg, South Africa and the language of the arbitration shall be English.
- 17.4 Nothing in this clause 17 prevents a party from approaching any court having jurisdiction for appropriate urgent relief.
- 17.5 Either party may approach any High Court of South Africa having jurisdiction to make any arbitration award issued in terms of this clause, an order of court.

18 TERMINATION

- 18.1 Either Party will be entitled to terminate this Agreement upon giving sixty (60) days written notice to the other irrespective of the reason for which the Agreement is terminated, including lapsing and non-renewal of the Agreement.
- 18.2 The Licensee shall also be entitled to terminate this Agreement in the event that IDI no longer has the ability, or ceases, to provide the Support Services.

19 CESSION AND ASSIGNMENT

- 19.1 Neither Party shall be entitled to cede, assign, transfer or make over any of their rights or obligations in terms of this Agreement without obtaining the prior written consent of the other party, which shall not be unreasonably withheld.
- 19.2 Any cession or assignment agreed to by a party will not relieve the other party of any obligations with respect to any covenant, condition, or obligation required to be performed by that party under this Agreement.

20 SEVERABILITY

- 20.1 The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

21 NO WAIVER

- 21.1 The failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such party to require strict and punctual compliance with each and every provision of this Agreement.

22 NATURE OF RELATIONSHIP

- 22.1 Nothing done in this Agreement or done pursuant to this Agreement shall be construed as creating a partnership or joint venture between the parties, and

neither party or any of its employees or agents shall be deemed to be the employee, agent or representative of the other party.

- 22.2 Neither party shall have the authority to incur any liability in the name of or otherwise on behalf of the other Party, in any way or for any purposes whatsoever.

23 ENTIRE AGREEMENT AND VARIATION

- 23.1 This Agreement constitutes the sole agreement between the parties and shall replace all agreements previously signed.
- 23.2 No oral pactum de non petendo shall be of any force or effect.
- 23.3 No amendment or variation of any of the provisions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties, by way of a non-electronic signature.

24 GOVERNING LAW

- 24.1 The laws of the Republic of South Africa shall govern the validity, interpretation and performance of this Agreement and the courts of South Africa shall have sole jurisdiction.

25 NOTICES AND DOMICILIUM

- 25.1 The Parties choose as their domicilium citandi et executandi (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause 25.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.
- 25.2 For the purpose of this Agreement the Parties' domicilia citandi et executandi are:

For IDI Technology Solutions (Pty) Limited at:

75 Malibongwe Drive

Linden Extension

2195

Attention: Director: Jonathan Crisp

Email: jonathan@barnowl.co.za

For Pixley Ka Seme District Municipality at:

xxx

xxx

xxx

Attention: xxx

Email: xxx

25.3 or at such other physical address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

25.4 Any notice given in terms of this Agreement shall be in writing and shall -

25.4.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

25.4.2 if sent electronically, shall be deemed to have been received on the first Business Day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven). It is recorded for the avoidance of doubt that a legal notice sent by a Party shall not be regarded as valid legal notice, if sent electronically.

25.4.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a party at its chosen domicilium address set out above shall be an adequate written notice of communication to such party.

26 **COUNTERPARTS**

26.1 In the event that the parties do not sign the same document, then this agreement may be executed by each party signing a counterpart, which counterparts together shall constitute one and the same agreement

SIGNED at on 2025.

For and on behalf of

PIXLEY KA SEME DISTRICT MUNICIPALITY (the
Licensee)

NAME:

CAPACITY:

who warrants that he/she is duly authorised

WITNESS:-

_____ (Name)

SIGNED at on 2025.

For and on behalf of

IDI TECHNOLOGY SOLUTIONS (The
Licensor)

NAME: Jonathan Crisp

CAPACITY: Director

who warrants that he is duly authorised

WITNESS:-

_____ (Name)