DIMENSION DATA (PTY) LTD STANDARD TERMS AND CONDITIONS

Dimension Data Proprietary Limited, with registration number 1987/006597/07, ("**Dimension Data**") provides various information and communication related services ("**services**"), including, project, cloud, consulting, technical, maintenance and support, managed and cloud services, and sells or licenses information and communication related products ("**product**") to its clients. In the absence of a signed agreement dealing with substantially the same content as these Standard Terms and Conditions (these "**Terms**"), these Terms read together with the applicable proposal, quotation, service level agreement, statement of work, services description, work order, or such other document which describes the services to be rendered or products sold or software licensed by Dimension Data (each referred to as a "**Transaction Document**") will govern your relationship with Dimension Data as a client and user of the products and/or services provided to you ("**Client**") by Dimension Data to the exclusion of any other terms including, without limitation, conditions and warranties written or oral, expressed or implied, even if contained in any Client documents which purport to provide that Client's own terms shall prevail. If there is any conflict between the provisions of these Terms and those contained in any Transaction Document, these Terms shall prevail. By signing these Terms you, the Client, agree to the terms and conditions set out hereunder:

1. **SERVICES AND PRODUCTS**

1.1 Dimension Data will provide the services, and/or supply product, as set out in the Transaction Document. Services may be delivered to the Client remotely and/or at the site described in the Transaction Document.

1.2 If any products are to be installed at or services are to be provided at Client's site, Client shall ensure that Dimension Data is given all reasonable access to the site during reasonable hours for the provision of such services and the site is suitably equipped and comply with all of Dimension Data's requirements necessary for the provision of the services; provided that whilst Dimension Data will take all reasonable precautions to prevent damage to Client's site, Dimension Data shall not be responsible or liable therefor.

1.3 The Transaction Document may contain qualitative and quantitative levels of performance ("**service levels**") for the services. With respect to each service which has an associated service level, Dimension Data shall provide such service in a manner that meets the associated service level.

1.4 Unless expressly agreed to the contrary in the Transaction Document, dates quoted in the Transaction Document are estimates that Dimension Data will use its commercially reasonable endeavours to meet.

1.5 Consulting services.

1.5.1 Unless expressly agreed to the contrary in the Transaction Document, consultancy services provided by Dimension Data do not include any project management responsibilities and as such Dimension Data shall not be responsible for managing the project or managing any services (including, without limitation, the consultancy services) associated with the project or for the ownership, delivery and/or quality of the project, including, without limitation, the outcome of the consultancy services.

1.5.2 Client shall have operational control over a consultant assigned to perform consultancy services, in terms of managing the task, from the time of their arrival at Client's site until such consultant cease working for Client and in particular, but without limiting the generality of the foregoing, Client shall manage the manner, time and place in which work shall be carried out. During such time Client shall take responsibility for all acts and omissions of the assigned resource.

1.6 Cloud Services. Cloud Services rendered by Dimension Data are, in addition to these Terms, subject to Dimension Data's Cloud Terms of Service which are available to Client on written request.

1.7 The Services rendered by Dimension Data to Client are rendered for the period set out in the Transaction Document. If no period has been set out, then the services are rendered by Dimension Data on a month to month basis and Client shall be entitled to terminate such services by providing Dimension Data with 1 calendar months' notice. Client shall not be entitled to unilaterally suspend, postpone or terminate the services, in whole or in part.

1.8 Dimension Data does not warrant that the software or services provided, if applicable, will operate uninterrupted or that it will be free from minor defects or errors that may affect such performance, or that the applications contained in any software are designed to meet all of Client's business requirements. To the extent that a problem is reported by Client, Client shall procure that it provides Dimension Data with sufficient test time and support to duplicate the problem, to verify that the problem is with software provided by Dimension Data, and to confirm that the problem has been corrected. Provided Client notifies Dimension Data in writing with a specific description of the software's non-conformance within ninety days after delivery of same and provided Dimension Data validates the existence of such non-conformance, Dimension Data will, at its option either: a) repair or replace the non-conforming software, or b) refund the license fees paid for the applicable non-conforming software in exchange for a return of such non-conforming software. This is Client's sole and exclusive remedy for any non-conforming software provided.

1.9 Where the manufacturer / licensor ("manufacturer") of products sold or licensed to Client gives warranties to Dimension Data, Dimension Data will give to Client the same warranties, with equivalent disclaimers and limitations of liability, in respect of those products. Except as aforesaid or expressly provided in these Terms or the Transaction Document, Dimension Data gives no representation, undertaking or warranties, express or implied, by operation of law or otherwise, including, without limitation, that the products or services provided, as applicable, will operate uninterrupted or that it will be free from defects or errors that may affect such performance, that any product will meet all of Client's business requirements, any implied warranty or condition of merchantability; of satisfactory quality; and/or of fitness for a particular purpose.

1.10 In addition to any exclusions set out in any Transaction Document, services to be provided and warranty claims do not include the provision of services, nor repairs or replacements, necessitated by or caused by:

1.10.1 damage caused by accident, fire, water, lightning or other act of god;

1.10.2 damage caused by riots, civil disorder, acts of violence, sabotage or similar acts;

1.10.3 damage caused by abnormal operating conditions such as high or low temperatures or humidity or dust levels which are beyond the published environmental specifications of the manufacturer as may be provided by Dimension Data;

1.10.4 the connection of ancillary equipment, not supplied by Dimension Data, or not approved by the manufacturer;

1.10.5 the negligent use, abuse or misuse of products by Client (or Client's representatives, employees, agents or sub-contractors);

1.10.6 damage to products during any transportation thereof including damage to software during any transportation of equipment on which the software is loaded, where such transportation is not carried out by Dimension Data or its sub-contractors;

1.10.7 electrical work, not performed by Dimension Data or its sub-contractors;

1.10.8 equipment or software that has become unserviceable or obsolete;

1.10.9 the relocation of products, including equipment on which the software is loaded;

1.10.10 modifications, repairs or replacements or attempted modifications, repairs or replacements not performed by Dimension Data or its sub-contractors, or not approved by Dimension Data in writing prior to such modifications, repairs or replacements being performed or attempted by another party, including Client;

1.10.11 the refurbishment of any product; and/or

1.10.12 the restoration of lost data from any product, or from any ancillary equipment connected to or using the product.

1.11 Supply of products.

1.11.1 Orders, after acceptance, may not be cancelled by Client in whole or in part or varied by Client in any manner whatsoever, unless agreed to by Dimension Data in writing, whereupon Client shall be liable to pay to Dimension Data a cancellation (or variation) fee amounting to 15% of the total order.

1.11.2 Dimension Data reserves the right to deliver products ordered as and when the products are made available to Dimension Data. Dimension Data shall be entitled to execute delivery in part from time to time. If prior to the delivery of products, those products become obsolete or are superseded by new products, Dimension Data shall be entitled to cancel any Transaction Document for the sale/licensing of such products without liability or penalty to Client.

1.11.3 Client shall not be entitled to return any products to Dimension Data without Dimension Data's express consent and provided Client complies with the applicable provisions of clauses 1.11.4, 1.11.5 and 1.11.6 below. Dimension Data shall be entitled (in its discretion) not to accept any products returned if they are not in original condition and complete with all manuals, accessories,

cables, diskettes and packaging, provided that in the case of software, once the packaging has been opened and/or the seal has been broken, that software is non-returnable unless returned under clause 1.11.5.

1.11.4 No claim in respect of shortages or damage to products sold or licensed shall be entertained unless made in writing and received by Dimension Data within 7 days from date of delivery of product. In the event of material defects or shortages in products proved to Dimension Data's satisfaction, and upon being properly notified, Dimension Data shall, at its option and provided that Dimension Data is able to receive the same undertaking or commitment from the manufacturer:

1.11.4.1 either exchange products for similar products; or

1.11.4.2 take back such products and refund the purchase price and/or licence fees therefor.

1.11.5 Should products be defective or not conform to specifications such products may be returned within 30 days of the date of invoice, provided that any products returned after 7 days but within 30 days of date of invoice will be subject to a 15% handling fee. Any products returned more than 30 days after date of invoice will not be accepted back under any circumstances. Any advance exchanges will be charged to Client's account (and are therefore payable) and will only be credited (less handling fee if applicable) once defective products are received. Dimension Data will cover only outward bound (and not inward bound) delivery costs of products replaced under warranty.

1.11.6 All products being returned to Dimension Data for whatever reason require a Return Material Authorisation (RMA) number and a copy of the invoice before they will be accepted. The RMA number must not be displayed on product being returned but must be quoted when products are returned. Where products are being swapped out, a new order number is to be supplied when a RMA number is obtained.

1.11.7 No further claims of whatsoever nature shall be entertained in respect of damaged or defective product, or products which do not conform to specifications and in particular Dimension Data shall not be liable for any direct or consequential loss or damage of any nature.

1.11.8 All software delivered to Client shall be licensed for use by the Client strictly in accordance with the terms and conditions of the standard licence applicable to that software and acceptance of delivery by Client or acceptance of any proposal or quotation shall constitute acceptance by Client of such licence terms and conditions, even if a written licence is not signed by Client. A copy of the standard licence terms and conditions for each software product is available from Dimension Data upon request.

2. CHARGES AND PAYMENTS

2.1 The charges for the services rendered and/or products supplied by Dimension Data will be set out in the relevant Transaction Document, and will be payable, without set-off or deduction, within 30 days of date of invoice. In respect of services, invoices will be rendered monthly in advance and in respect of equipment and software invoices shall be rendered on delivery and installation respectively. Product support fees charged by product manufacturers in consideration of the provision of warranty and support services will either be invoiced as a one-off fee or annually in advance.

2.2 Any discount which Dimension Data may have granted to Client shall be forfeited by Client if payment is not made to Dimension Data by the due date.

2.3 All charges payable are exclusive of value added tax, withholding taxes or other taxes. The parties agree to the issue of tax invoices in electronic format for the purposes of claiming input tax.

2.4 All travel expenses and any associated subsistence costs incurred by Dimension Data employees in the provision of the services shall be charged by Dimension Data and payable by Client. Travel expenses shall be charged at the rate stated in the Transaction Document or failing which Dimension Data's rate card.

2.5 Unless expressly stated to the contrary in the Transaction Document, the charges payable shall automatically increase in line with the Consumer Price Index with effect from the annual anniversary of the effective date of the applicable services. Product prices may be adjusted by Dimension Data without prior notice to Client as a result of any changes in manufacturer's/supplier's charges to Dimension Data in respect of those products. Furthermore Dimension Data shall be entitled to increase its products prices by the amount of any additional costs, including (without limitation) duties, levies, surcharges and taxes incurred by Dimension Data as a result of delivery outside the borders of South Africa.

2.6 Where charges are based on a stated exchange rate (including without limitation annual fees due), these charges will be adjusted to take account of any exchange rate fluctuations unless Client has instructed Dimension Data, in writing, to fix the exchange rate by taking out a forward exchange contract. Adjustments due to exchange rate fluctuations will be calculated as at the date Dimension Data receives Client's order based on the forward exchange rate quoted by Dimension Data's chosen bank, at the close of business on the date Dimension Data receives Client's order.

2.7 Dimension Data may charge interest on any amount overdue from due date until date of payment is made by Client in full, both days inclusive, at a rate of 2 percentage points above the prime bank overdraft rate of interest from time to time quoted by Dimension Data's chosen bank, compounded monthly in arrears. Client shall be liable for all reasonable legal costs incurred by Dimension Data occasioned by any breach by Client, on the attorney – own client basis. Should Client have not paid within 7 days of receiving a written notice of Client's failure to pay, Dimension Data, Dimension Data shall be entitled at its option, and notwithstanding any indulgence or relaxation granted to Client, to suspend any further delivery of products and/or provision of services until payment in full by Client, and Client shall remain liable for any standing or idle time incurred as a result of such suspension.

2.8 All quotations given by Dimension Data shall be valid for 30 days, unless otherwise specified in such quotation, and are based on duties, levies, surcharges and taxes in effect as of the date of quotation.

3. CLIENT'S OPERATIONAL RESPONSIBILITIES

3.1 In order to receive the full benefit of the services from Dimension Data, Client will be required to perform the Client operational responsibilities as detailed in the applicable Transaction Document.

3.2 Client's provision of its operational responsibilities is a pre-requisite for the provision by Dimension Data of the services and/or delivery of products, and Dimension Data will not be held responsible for failure on its part to deliver any of the services and/or products to the extent that Client has failed to perform its operational responsibilities relating thereto.

3.3 Client undertakes and represents that:

3.3.1 it has full capacity and is the owner of or has all necessary licences, permits, certificates, authorities and consents that may be necessary for the installation or use of products and/or in respect of Client software and other Intellectual Property required for the purposes of enabling Dimension Data to provide all services; and

3.3.2 Client proprietary software and other Intellectual Property referred to in clause 3.3.1 do not infringe or constitute an infringement or misappropriation of any Intellectual Property rights or other proprietary rights of any third party.

4. RISK AND OWNERSHIP

4.1 All risk of loss or damage to the products and any deliverable developed by Dimension Data will pass to Client upon delivery to Client. . Unless otherwise agreed in writing, delivery of products will occur when the products are handed over to a Client representative at Client's designated address specified in Client's order. Where a deliverable is developed specifically and exclusively for Client ownership (excluding any licensed software) shall pass to Client only as and when Dimension Data has received payment in full.

4.2 Ownership in and to the products sold (excluding any licensed software) shall only pass to Client upon the full purchase price therefore having being paid. Ownership in any software licensed to Client shall remain with Dimension Data or its licensors.

5. BREACH, TERMINATION AND DISPUTES

5.1 Dimension Data shall be entitled, without prejudice to any other rights that it may have under these Terms or in law, to immediately terminate an order, a Transaction Document or these Terms, or claim immediate specific

performance of all of Client's obligations, in either event without prejudice to its rights to claim damages, in the event of:

5.1.1 a failure by Client to make timeous payment to Dimension Data of any amount due to Dimension Data under a Transaction Document, if such failure is not rectified within 14 days of receipt of written notice by Client; or

5.1.2 a unilateral decision taken by Client to postpone or terminate the services or delivery of product for reasons other than Dimension Data's failure to perform its obligations under these Terms.

5.2 A party ("**aggrieved party**") shall be entitled to terminate these Terms immediately on notice to the other party ("**defaulting party**") in the event of:

5.2.1 any compromise or attempt to compromise the debts owing by the defaulting party to its creditors generally;

5.2.2 an order placing the defaulting party under judicial management or business rescue proceedings, or for its final or provisional liquidation being granted, or the proposing of any resolution for voluntary winding-up, other than for reasons of a bona fide restructuring; or

5.2.3 a breach by the defaulting party of any other material provision of these Terms or the applicable Transaction Document which is not remedied within 30 days of receipt of written notice from the aggrieved party requiring it to do so;

provided that such termination shall not prejudice or affect any right of action or remedy which has accrued to any party up to and including the date of termination.

5.3 Termination or cancellation of these Terms will not affect any rights or duties with respect to Confidential Information, Intellectual Property or payment of charges.

5.4 Each Transaction Document may be separately terminated in accordance with the provisions of this clause 5, and the provisions of this clause will apply, with the necessary changes, to the terminated Transaction Document/s.

5.5 In the event of termination of a Transaction Document in respect of the supply of products, Dimension Data may repossess the products or the balance thereof. Dimension Data shall be entitled to resell such product either by auction or by private treaty, and Client shall be passed a credit for all amounts received in excess of the expenses of recovery and resale, and shall be liable for any shortfall. The exercise of Dimension Data's rights under this clause shall be without prejudice to any of Dimension Data's rights and remedies at law.

5.6 Any disputes arising out of or in connection with these Terms or a Transaction Document must first be attempted to be resolved between Client's senior representative and one appointed by Dimension Data. If after a period of 14 days, attempts to resolve the dispute are unsuccessful then either party may refer the dispute for arbitration in accordance with the Arbitration Act 42 of 1965 by one arbitrator agreed upon by the parties. If such appointment is not agreed to within 7 (seven) days after receipt of written notice from a party requesting such agreement, either party may request that the President of the Law Society of the Northern Provinces (or any successor to such society) make the necessary appointment. Nothing in this clause shall preclude any party from seeking interim relief on an urgent basis in any court having jurisdiction.

6. **LIMITATION OF LIABILITY**

6.1 Save for the payment of charges, each party's aggregate liability to the other party under or in connection with these Terms shall be limited to an amount equal to the amount paid or payable to Dimension Data by Client under the relevant Transaction Document to which the breach(s) relates; provided that where the term of the relevant Transaction Document is longer than 6 months the aggregate liability shall be limited to the amount paid in the 6 months preceding the date on which the cause of action arose. The provisions of this clause 6.1 shall not apply in respect of a breach of confidentiality by a party.

6.2 In no event shall either party be liable to the other for any special, incidental, consequential, or indirect loss or damages, or any loss of opportunities, profits or revenues, loss or corruption of data, any cost of cover, or any exemplary or punitive damages.

6.3 The above limitations of liability shall apply regardless of the form of action, whether in contract, delict or otherwise and regardless of whether either party has been advised as to the possibility of such damages and/or losses.

6.4 These limitations of liability shall not apply in respect of any claims for death or personal injury resulting from the negligence or wilful misconduct of a party.

6.5 Both parties shall have a duty to mitigate any losses and damages that they may suffer.

7. **CHANGE ORDER PROCEDURE**

7.1 During the course of the provision of any services, Dimension Data or Client may propose changes in or additions to the services. No such changes or additions shall be effective or binding on the parties unless a written change order ("**Change Order**") is signed by authorised representatives of both parties.

7.2 If required, both parties shall meet at a mutually convenient time with a view to discuss any Change Order proposal.

7.3 Any discussions, requests, negotiations or communications required to implement a Change Order shall not bind the parties and only a written and signed change order shall be binding on the parties.

8. **NON-SOLICITATION**

Neither party shall during the term of any services and for 12 months thereafter without the other party's prior written consent, employ, canvass or solicit for direct or indirect employment any employee of the other party who has been involved in the provision of the services or delivery of products, which shall for these purposes include such party's agents, consultants, contractors, sub-contractors and their respective personnel.

9. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

9.1 "**Confidential Information**" means all information relating to the disclosing party's business and marketing plans and forecasts, pricing models, product and service catalogues, Intellectual Property, personal information, customer information and other non-public information marked as "confidential" or "proprietary", or which should be reasonably understood by receiving party to be the confidential or proprietary information of the disclosing party. For the purposes of this clause 9.1 "**disclosing party**" means the party disclosing its Confidential Information to the receiving party, "**receiving party**" means the party receiving the Confidential Information, and "**Intellectual Property**" means (a) any right arising under any patent, copyright, trade mark, trade secret or other intellectual property law anywhere in the world; (b) all software, processes, methodologies, technologies, algorithms, architectures, techniques, designs, reports, works of authorship, video recordings, audio recordings, photographs, models, trade secrets, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, trademarks, service marks, logos, business names, formulae, ideas, inventions (including all patents, patent applications, patent disclosures, and any reissuances, continuations, continuations-in-part, revisions, and re-examinations thereof), discoveries, programmer interfaces, specifications, operating instructions, know-how, drawings, concepts, notes, manuals, documentation, training materials, and job aids, regardless of whether intellectual property rights actually inhere in any such items, and whether registered or not; (c) any other tangible or intangible items in which intellectual property rights may exist; and (d) all modifications, enhancements, translations, adaptations, derivations/derivative works, and combinations of any of the foregoing.

9.2 The parties acknowledge that, in performing their obligations in accordance with these Terms, they may come into possession of Confidential Information and Intellectual Property relating to the other's business or financial or other affairs that is not in the public domain.

9.3 For the duration of any Transaction Document and for 5 years after their expiration or termination, the receiving party shall not use, reproduce, or otherwise disclose to any third party except the receiving party's employees, subcontractors and professional advisors who reasonably require such information for the performance of their obligations under these Terms or a Transaction Document, any Confidential Information without the disclosing party's prior written consent. In addition, both parties agree to take commercially reasonable measures to protect all Confidential Information and to ensure that all Confidential Information is not disclosed, reproduced, distributed, or used in violation of the provisions of these Terms (which measures shall be at least equal to that which the receiving party takes to protect its own similar proprietary or confidential information,

and in no event less than measures meeting a reasonable standard of care).

9.4 Notwithstanding anything to the contrary, the obligations of both parties set forth in this clause 9 shall not apply to the extent that any information: i) is or becomes a part of the public domain through no wrongful act of the receiving party; ii) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof directly or indirectly to the receiving party; or iii) is developed by the receiving party completely independent from all of any Confidential Information.

9.5 A party may disclose Confidential Information of the other party to the extent that it is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice, if reasonably possible, such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

9.6 Within 7 days following a written request by the disclosing party, the receiving party shall return all tangible forms of the Confidential Information to the disclosing party and shall delete or remove from its records all of the Confidential Information to the extent that it is lawfully able to do so.

9.7 Any Intellectual Property created prior to the effective date of the applicable services shall vest exclusively with the party or parties who created same.

9.8 These Terms do not transfer to the receiving party title to any Intellectual Property.

9.9 Any Intellectual Property derived, produced or developed by Dimension Data expressly and exclusively for Client, as specifically recorded in a Transaction Document, shall vest in Client, provided that Client has effected payment of the agreed charges in respect thereof to Dimension Data. All Intellectual Property generally developed by Dimension Data, whether in the provision of services or otherwise, shall vest in Dimension Data.

9.10 Nothing contained in these Terms shall restrict Dimension Data's use of ideas, concepts, know-how, methods or techniques developed in relation to the services.

10. **SUB-CONTRACTORS AND ASSIGNMENT**

10.1 Dimension Data shall remain responsible for the performance of its obligations under these Terms by any of its sub-contractors.

10.2 Dimension Data may cede, assign, delegate or transfer any of its rights or obligations under these terms to any Dimension Data affiliate, without the prior written consent of Client.

10.3 Client may not subcontract, cede, assign, delegate or transfer any of its rights or obligations under these terms without the prior written consent of Dimension Data, which consent shall not be unreasonably withheld.

11. **NOTICES**

11.1 The parties choose as their address for receipt of all notices (legal or otherwise) under these Terms the respective addresses contained in the Transaction Document.

11.2 Notices given in terms of these Terms shall be delivered by hand or sent by email and shall be deemed to have been received on the date of delivery or transmission, as applicable, if same takes place during business hours, or if not, on the next business day.

11.3 Notwithstanding anything to the contrary in these Terms, any notice or communication actually received by a party shall be adequate notice or communication.

12. **FORCE MAJEURE**

12.1 Notwithstanding any other provisions of these Terms, if due performance of a party's obligations is affected in whole or in part by reason of any event, omission, accident or other matter beyond the reasonable control of that party ("**Force Majeure**") including, without limitation: flood, earthquakes, war (whether declared or not), terrorism, sabotage, revolution, invasion, insurrection, strike, lock-out or any other industrial action, riot, civil commotion, mob violence, blockade, embargo, boycott, exercise of military power, fire, explosion, quarantine, acts or restrains of government including the imposition or restrictions of or embargos on imports or exports, server breakdown and/or malfunctions and electricity failures or blackouts, then that party ("**Notifying Party**") shall give prompt notice to the other party ("**Notified Party**") of the Force Majeure. For purposes of clarity, failure to make timeous payment of fees due for whatever reason shall not constitute a Force Majeure.

12.2 The Notifying Party shall be under no liability for any loss, damage, injury or expense of whatever kind and howsoever caused, suffered by the Notified Party due to the Force Majeure.

12.3 The Notifying Party shall use all reasonable efforts to avoid or overcome the Force Majeure as soon as it becomes practical to do so, and if this is not possible, the relevant portion of these Terms affected thereby may be terminated where such failure to perform has endured for a period of 30 days or longer. If the parties cannot terminate the portion of the services that is affected by the Force Majeure, then these Terms may be terminated on 45 days' notice to the other party from date of the Notifying Party providing notice of the Force Majeure.

13. **GENERAL**

13.1 Neither party may publicise or disclose these Terms, or the contents of any Transaction Document, without the prior written consent of the other party; except that Dimension Data shall be entitled to include Client in its published customer reference list, to issue a press release and to develop and publish a case study on its web-site, detailing the services provided by Dimension Data to Client, and Client expressly consents thereto. Notwithstanding the above, Dimension Data shall first obtain Client's approval of any press release or case study before publishing same, which approval shall not be unreasonably withheld or delayed.

13.2 No agreement varying, adding to, deleting from or cancelling these Terms (including this clause, and any Transaction Document) shall be effective unless reduced to writing and signed by or on behalf of Client and Dimension Data.

13.3 Any indulgence given shall not constitute a waiver of Client's or Dimension Data's rights. No indulgence granted by a party shall constitute a waiver of any of that party's rights under these terms; accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

13.4 If any provision of these Terms shall be held illegal or unenforceable, such provision shall be severable and shall in no way affect the validity or enforceability of the remaining provisions.

13.5 These Terms shall be governed by the laws of the Republic of South Africa.

13.6 The Client warrants that it is authorised to enter into, and sign, or accept these Terms, and any Transaction Document which references these Terms, or to which these Terms are attached. Either party may request from the other party proof of such authority.

13.7 Nothing in these Terms constitutes either party as the agent, principal, representative or partner of the other, and no party shall be entitled to hold out to any third party that the relationship between the parties is that of a partnership, joint venture or the like.

13.8 The expiration or termination of these Terms, or any Transaction Document, shall not affect such provisions of these Terms that of necessity must continue to have effect after such expiration or termination.

13.9 Each Transaction Document may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of a Transaction Document by email attachment or other electronic means shall be an effective mode of delivery.