

THE AWARENESS COMPANY GENERAL TERMS AND CONDITIONS SOFTWARE CLICK-WRAP AGREEMENT

1. ACCEPTANCE OF CONDITIONS

- 1.1 By downloading and using this software as a HYDRA user with the role of "ORG OWNER", our Clients are deemed to have accepted that these terms and conditions govern their use of such software. IF YOU , AS THE CLIENT- FOR WHATEVER REASON - DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, THEREFORE, YOU ARE REQUIRED TO IMMEDIATELY CEASE USING THE SOFTWARE, AS YOUR USE OF THE SOFTWARE WILL INDICATE YOUR CLEAR AGREEMENT THERETO.
- 1.2 Any reference herein to "Contract/Agreement" shall mean these general conditions of contract, as well as our Privacy Policy which - read together - comprise the agreement between the parties in respect of the software, with the "Privacy Policy" meaning the Company's privacy policy as it appears on its website, <https://identity.hydra.africa/Home/Privacy>, drafted in accordance with the provisions of the Protection of Personal Information Act, No 4 of 2013 ("POPIA").
- 1.3 "Data" means both personal as well as technical data obtained, used, processed and stored during the provision of the Service;
- 1.4 "End Users" means such individuals who will be using the Service;
- 1.5 "Reseller" means an individual or entity, if any, authorised by the Company to resell the Service;
- 1.6 "Service" means the software and related services offered by the Company to the Client;
- 1.7 "Intellectual Property" means copyright and works of authorship, software and algorithms, registered and unregistered designs; trade secrets and know-how; domain names and web presence; advertising and promotional material; and all tangible and intangible representations and manifestations of such Intellectual Property, which includes any content the Company creates and/or develops during the execution of work and the provision of the Service ("the Content.")
- 1.8 "Technical Support Services" means such technical support services as the Company may need to provide by way of a written agreement with a Client/s;

2. TECHNICAL SUPPORT SERVICES AND PRICING

- 2.1 The Company will provide Technical Support Services to the Client, if so required and subject to payment of support fees, if applicable. If a Client orders the services from a Reseller, then the Client acknowledges and agrees that such Reseller may disclose Client Data to the Company as reasonably required in order to enable the Reseller to attend to any support issues that the Customer escalates to or via the Reseller.
- 2.2 The Company's "First Response Time" to customer support queries will be 3-5 business days.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client undertakes to (a) ensure that it and any of its End Users' use of the Service, including all access to and use of User Content, as defined under 6.1 below, by it and its End Users, complies with this Agreement and, likewise, that any of its applicable contract terms or policies, including any employment contracts or employer's policies regarding technology usage, security, or confidentiality are likewise compliant herewith; (b) use commercially reasonable efforts to prevent unauthorised access or use of the Service; and (c) promptly notify the Company of any unauthorised use of, or access to, the Service of which the Client becomes aware. To this end the Client undertakes to ensure that any End User is likewise contractually bound by the terms and conditions of this Agreement as if he/she were a signatory thereto.

4. PAYMENT

- 4.1 All payments will be made strictly within thirty (30) calendar days of the date of receipt of the Company's invoice by the Client, and any late payment will attract compound interest at the rate of 10 % per annum.
- 4.2 All payments shall be made without deduction or set-off of whatsoever nature and no discounts for early settlement will be allowed on the amounts due to the Company.
- 4.3 Failure by the Client to pay any installment punctually on due date shall constitute a material breach of this Contract and shall entitle the Company to forthwith claim payment of the full outstanding balance of the Contract price, as well as all legal costs incurred by the Company on the scale as between attorney and own client, including collection commission.

5. CONFIDENTIALITY

- 5.1 For purposes of this clause, "Confidential Information" means information that (i) relates to the Disclosing Party's past, present or future research, development, business activities, products, services

and Intellectual Property, and (ii) either has been identified in writing as confidential, or is of such a nature, or has been disclosed in such a way that it is obvious to the Recipient that it is claimed as confidential. The Party disclosing the Confidential Information is referred to as "the Disclosing Party" and the Party receiving such information as "the Recipient". For the avoidance of doubt, "Confidential Information" shall also include "Personal Information" as defined in POPIA.

- 5.2 To the extent that either Party may obtain Confidential Information from the other, the Recipient shall:
 - i. treat as strictly confidential and secret any and all Confidential Information given or made known to it during the contract period;
 - ii. keep all Confidential information secret towards third Parties and only use it in co-operation with the Disclosing Party for the purpose expressly agreed upon by the Parties and to disclose same to its employees only on the basis of the need to know;
 - iii. accept responsibility for the observance by its employees of the secrecy undertakings contained herein, and specifically agrees to treat any personal information as defined in POPIA strictly in compliance with such legislation;
- 5.3 The above undertakings shall not apply to:
 - i. Information which at the time of disclosure is published or otherwise generally available to the public;
 - ii. Information which the Recipient can show was in its possession at the time of disclosure by the Disclosing Party;
 - iii. Information rightfully acquired from others who did not obtain it under pledge of secrecy to either of the Parties; and
 - iv. Information which the Recipient is obliged to disclose in terms of a court order, subpoena or other legal process.

6. USER CONTENT AND INTELLECTUAL PROPERTY

- 6.1 Certain features of the Service may permit users to upload content to the Service, including content which may be comprised of messages, reviews, photos, video, images, data, text, and other types of works ("User Content") and to publish User Content on the Service. The Client retains full responsibility for the uploading of any such Content that it posts to the Service and hereby indemnifies and shall hold the Company harmless from and against any claims arising from User Content so uploaded.
- 6.2 The Client recognises that the Company, whilst it will not distribute or in any manner share any User Content, may internally analyse performance and usage of the system to ensure a smooth and uninterrupted running of the Service.
- 6.3 All rights, title and ownership in and to the Intellectual Property shall at all times be and remain vested in the Company.
- 6.4 Subject to the Client's complete and ongoing compliance with the terms and conditions of this Agreement, the Company grants it limited, non-transferable, non- sublicensable, revocable permission to access and use the Service for its personal, internal use for the duration of this Agreement.

7. LIMITATION OF LIABILITY

Any claim for damages, including, but not limited to, loss of income, consequential or incidental damages, against the Company, whether in delict or based on this Contract, shall be limited to an amount equal to what the Client paid for the use of the software.

8. FORCE MAJEURE

The Company shall not be responsible for any loss, injury, delay, or damages suffered or incurred by the Client, due to the failure of the Company to comply or delay in complying with the terms of this Contract which are the result of causes beyond its reasonable control, including but not limited to natural calamities, strikes, fires, acts of government bodies, delays in use or sources of supply or any commercial impracticability of any nature whatsoever, and during any period of such delay or non-performance, the relevant terms and conditions of this Contract will be suspended.

9. NON-WAIVER

No relaxation or indulgence granted by the Company and no omission by the Company timeously or diligently to enforce any right under this agreement shall be deemed to amount to a waiver of that or any other rights.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Contract shall be governed by and construed in accordance with the laws of the Republic South Africa, and any dispute arising from this agreement shall be adjudicated by a competent court in South Africa, and for these purposes the Parties agree to the exclusive jurisdiction of South African courts for the adjudication of such disputes.

11. BREACH AND TERMINATION

- 11.1 In the event of either of the Parties (“the defaulting Party”) committing a material breach of any of the terms and conditions of this Contract, and remaining in default for a period of seven (7) days after receipt by it of written notice from the other Party (“the innocent Party”) calling for such breach to be remedied, the innocent Party shall be entitled, without prejudice to any other rights it may have in terms of this Contract or in law, to terminate this Contract by written notice to that effect given to the defaulting Party.
- 11.2 This Contract may at any time be terminated for convenience by either party by giving the other three months’ written notice.
- 11.3 Any termination of this Contract shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

- 11.4 It is specifically recorded that the provisions of clause 5 shall survive any termination and/or expiry of this Contract for a period of two years following such expiry or termination, and that the provisions of clauses 6, 7, 8 and 9 shall survive such expiry or termination in perpetuity.

12. ENTIRE AGREEMENT

These terms and conditions contain the entire agreement between the Parties in regard to the subject matter thereof, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein.