

Service Level Agreement

Revision 2019-01, Rev. 6

Between

SALT Essential IT (Pty) Ltd.

Registration No. 98/082

(Hereinafter referred to as "**Salt**" on the first part)

Herein presented by Mr. SaltSignatory

Duly authorised thereto

And

CustomerFullName

Registration No.

(Hereinafter referred to as "**CustomerShortName**" on the second part)

Herein presented by Mr. CustomerSignatory

Duly authorised thereto

Whereas:

1. CustomerShortName wishes to appoint Salt to provide information technology services to CustomerShortName.
2. Salt wishes to accept the aforementioned appointment since Salt is willing and able to do so.



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Revision Details

Change Control: The below table should be updated if any changes are made to the document.

Table 1: Revision Details

Description of Change	Version	Date	Author
Initial Agreement	2016-01		HM vd Bergh
Update	2019-01		V. Maresch



Now therefore the parties hereby agree as follows:

1. Interpretation & Definitions

1.1. In this Agreement the following terms and phrases shall have the following meaning, unless the context otherwise requires:

"Agreement" shall mean, as between Salt and Customer, this Master Agreement, and, as between Salt and Customer for a Service, the relevant Service Order(s) incorporating the terms of this Master Agreement.

"Business Day" shall mean, in respect of a Service, every day excluding Saturdays, Sundays and any national holidays in the jurisdiction where the Service is provided.

"Charges" shall mean Usage Charges and/or Installation Charge/Start Up Charge and/or Rental Charges/Monthly Fees and any other charges or fees payable by CustomerShortName to Salt in respect of a Service, as set out or referred to in a Service Level Description Annexure and revised from time to time in accordance with Clause 4.3 and/or Clause 4.10.

"Confidential Information" shall mean all information (in whatever format) which: (i) relates to the Agreement; (ii) is designated as confidential by either Party; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of either Party (including, in the case of CustomerShortName, Customer Data) and which may reasonably be regarded as the confidential information of the disclosing Party.

"Customer" shall mean, for a Service, jointly and severally, CustomerShortName and CustomerShortName Affiliate that delivers a signed Service Order and/or Service Level Amendment to Salt pursuant to Clause 2.1.

"Customer Affiliate" shall mean: (i) any entity or person wholly owned, whether directly or indirectly, by CustomerShortName as at the date of this Agreement; or (ii) any other entity or person as agreed by the Parties from time to time.

"Customer Data" shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of CustomerShortName, its employees or authorized users of the Services, and other data provided to, or obtained by Salt and its agents in connection with the provision of Services.

"Regulated Customer Data" is that Customer Data of which the use, processing or transfer of is regulated by law or regulation as "confidential/classified data" where Salt or its agents come into possession of such Customer Data.

"Customer Equipment" shall mean hardware, software, systems, cabling and facilities provided by CustomerShortName and used in conjunction with the Service Equipment in order to receive the Service.

"Customer Site" shall mean a site or sites specified in a Service Order at which a Service is to be provided.

"Emergency Works" mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided by the Network or the network generated by a third party; (iii) substantial loss to Salt or any third party; and such other works as in all the circumstances it is reasonable to execute with those works.

"Force Majeure Event" shall mean any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, strike, embargo, governmental requirement, civil or military authority, Act of God, changes to laws or regulations, inability to secure materials or services, industrial disputes and acts or omissions of other providers of telecommunications services.



"Installation Charge" or **"Start Up Charge"** shall mean the onetime charge for installation of a Service (including installation of any Service Equipment) payable in accordance with Clause 4.

"Internet" shall mean the international interconnected network of networks using the TCP/IP protocol to exchange data communications.

"Internet Service" shall mean a service providing access to the Internet together with any related Service Equipment or support services, and as more particularly described in the relevant Service Level Description annexure.

"IP Network" shall mean the points of presence, network hubs, and host computers owned, operated or used by Salt in connection with the provision of an Internet Service.

"Network" shall mean the Network infrastructure required to deliver the services stipulated.

"Party" shall mean, in respect of a Service, each of Salt and CustomerShortName, and **"Parties"** shall be construed accordingly.

"Ready for Service Notification" means a notification that may be provided in accordance with Clause 3.1 that, with respect to Salt obligations hereunder, the Service is ready for use.

"Rental Charge" or **"Monthly Fee"** shall mean the monthly rental charge for a Service payable in accordance with Clause 4.

"Service" shall mean the specific service provided by Salt to CustomerShortName, and as may be further described in the relevant Service Level Description annexure.

"Service Activation Date" or **"Acceptance Date"** shall mean, in relation to a Service, the date a Customer accepts or is deemed to accept a Service in accordance with Clause 3.2.

"Service Equipment" shall mean the hardware, software, systems, cabling, and facilities provided by Salt at a CustomerShortName Site and/or Salt Data Centre in order to make available the Service to CustomerShortName. Service Equipment shall not include the Network or any hardware or software which is the subject of a separate supply contract between Salt and CustomerShortName.

"Service Level Description" shall mean a request, for a specific Service delivered, by CustomerShortName to Salt and accepted by Salt in accordance with Clauses 2.1 and 2.2 for services to be delivered as per an official purchase/services order.

"Service Order" shall mean a request, for a specific Service delivered, by CustomerShortName to Salt and accepted by Salt in accordance with Clauses 2.1 and 2.2.

"Service Term", in relation to a Service, shall mean the total period for which the Service is provided pursuant to a Service Level Description annexure. In accordance to the Communication Regulatory Authority of Namibia

"Salt" shall mean Salt Essential Information Technology (Pty) Ltd.



- 1.2. Unless the context otherwise requires, in this Agreement, a reference to:
 - 1.2.1. a person includes a reference to a body corporate, association or partnership, registered company and any associated affiliates;
 - 1.2.2. a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
 - 1.2.3. any statute or statutory provision includes references to that statute or provision as amended, modified or re-enacted; and
 - 1.2.4. a document is a reference to that document as supplemented or varied from time to time.

2. Service

- 2.1 CustomerShortName may from time to time deliver to Salt a Service Order for services to be delivered on the terms of this Agreement. A Service Order shall be in such form as is notified to CustomerShortName from time to time by Salt and/or as Salt may in its sole discretion accept.
- 2.2 A Service Order shall be binding on both Parties only after it is accepted by Salt in written form, such acceptance to include the carrying out to Salt' satisfaction of appropriate credit checks against CustomerShortName. Each Service Order issued and accepted pursuant to the terms of this Agreement shall create an individual contractual relationship between the Parties to provide and receive the Service for the Service Term. That contractual relationship shall be governed by this Agreement, together with the relevant Service Order and any specific terms contained in such Service Orders, to which terms the Parties to such Service Order agree. In addition to these terms, the Services shall be subject to all mandatory legal requirements in the jurisdiction where the Service is to be provided, including but not limited to the regulatory and data protection requirements in the respective countries. In the event of any conflict between the terms of the Service Order and the terms of this Agreement, the terms of the Service Order shall take precedence.
- 2.3 Without releasing it from any of its obligations, Salt shall be entitled at any time, and without notice, to use subcontractors to perform some or all of such obligations.
- 2.4 The terms and conditions of this Agreement and the Charges for a Service provided hereunder are agreed expressly on the condition that CustomerShortName shall not resell, charge, transfer or otherwise dispose of the Service (or any part thereof) to any third party.
- 2.5 Salt reserves the right from time to time to change the configuration of the Network or the Service Equipment, or to change any applicable access code for receipt of a Service, provided always that such change does not materially affect the relevant Service. Salt shall use reasonable endeavours to give CustomerShortName a minimum of twenty-five (25) Business Days' notice of any such changes to access codes.
- 2.6 Implementation and support services that are conducted after hours shall be charged at the applicable or agreed rate.
- 2.7 Any Service Order issued and as such accepted by Salt will be added to this master agreement as a Service Level Description annexure and be signed as an addendum.

3. Service Activation

- 3.1 Prior to the provision of the Service, Salt shall conduct such tests as it considers to be appropriate to determine that all necessary work has been done to provide the Service to CustomerShortName and, upon successful completion of such tests, Salt shall use reasonable endeavours to deliver a Ready for Service Notification to CustomerShortName.
- 3.2 CustomerShortName shall be deemed to have accepted the Service either (i) upon the date of delivery of the relevant Ready for Service Notification or, (ii) if earlier, or where no Ready for Service Notification is received by CustomerShortName, upon the date CustomerShortName first uses the Service. Such date for a particular Service may be further described and defined in the relevant Service Order.

4. Charges and Payment Terms

- 4.1 CustomerShortName shall pay the Charges in accordance with this Clause 4.
- 4.2 Subject to the provisions of Clauses 4.3 and 4.10, the Charges shall be increased once a year during the Initial Service Term and subsequent annual contract renewal negotiations.
- 4.3 Salt submits annual price increase request to the Communication Regulatory Authority of Namibia on an annual basis for approval. Any such price increase that impact any services rendered by Salt to CustomerShortName will be negotiated, agreed upon and reduced to writing as an addendum to this contract.
- 4.4 Installation Charges and/or Start Up Charges shall accrue on the relevant Service Activation Date or Acceptance Date and may be invoiced by Salt on or at any time thereafter.
- 4.5 Rental Charges and/or Monthly Fees shall accrue from the relevant Service Activation Date or Acceptance Date and may be invoiced by Salt monthly in advance.
- 4.6 Salt will commence invoicing should CustomerShortName delay installation due to their fault and is unreasonable.



- 4.7 Any invoice for Charges shall be due on issue of the invoice and shall be paid by CustomerShortName within thirty (30) days of the date of the invoice.
- 4.8 Interest shall accrue on any overdue invoice from the due date until payment (whether before or after judgment) at the annual rate of two (2) percent above the base lending rate from time to time of First National Bank of Namibia.
- 4.9 All Charges or other sums which may from time to time be due, owing or incurred to Salt are stated exclusive of value added tax and any similar sales tax, levy or duty which shall be payable by CustomerShortName and invoiced by Salt at the then prevailing rate where the Service is provided.
- 4.10 CustomerShortName agrees to comply with any obligation as to minimum payment as may be set out in the relevant Service Order, except to any extent that any non-compliance in this respect is the direct result of Salt' negligence or breach of this Agreement. CustomerShortName also agrees to comply with any Initial Service Term commitment. Any breach by CustomerShortName of its obligations under this Clause 4.10 shall entitle Salt to:
- 4.10.1 in the case of a minimum payment commitment, increase to no more than the then prevailing Salt base rate, the Charges for the relevant Service with effect from the commencement of the period to which the breach relates subjected to Clause 4.2 hereto; or
- 4.11 in the case of early termination of a Service (or part of a Service) any time from acceptance of a Service Order by Salt to the expiry of the Initial Service Term, levy an early termination charge upon CustomerShortName (which CustomerShortName hereby acknowledges to be reasonable and a genuine pre-estimate of Salt' loss) equal to: (i) 50% (fifty percent) of the remaining Rental Charges or Monthly Fees (not including any part relating to payment for local access circuits) payable by Customer for the unexpired portion of the Initial Service Term; and (ii) any termination charges or other costs or expenses incurred by Salt for the cancellation of the local access circuits or related services or equipment provided to Salt in connection with the Service. Any such charges will be negotiated, agreed upon and reduced to writing as an addendum to this contract.

5. Service Performance

- 5.1 In performing its obligations under this Agreement, Salt shall at all times exercise the reasonable skill and care of a competent Hosted Service Provider related services, as the case may be.
- 5.2 Salt shall use reasonable endeavours to ensure that each Service will conform to any service descriptions and/or service levels as set out, or referred to, in the applicable Service Order and/or any applicable ancillary service level agreement.
- 5.3 Except as expressly set out in this Agreement, all warranties, representations or agreements, with respect to the provision of a Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law.

6. Service Suspension

- 6.1 Salt may, at its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, elect to immediately suspend the provision of a Service (or part thereof) if:
- 6.1.1 Salt has reasonable grounds to consider it is entitled to terminate the Service and/or this Agreement pursuant to Clause 7;
- 6.1.2 Salt is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
- 6.1.3 Salt needs to carry out Emergency Works to the Network or Service Equipment;
- 6.1.4 Salt has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of Clause 8.5;
- 6.1.5 Salt has reasonable grounds to consider that CustomerShortName will not or is unable to make any payment which is due or is to fall due to Salt hereunder; or
- 6.1.6 Salt has reasonable grounds to consider that CustomerShortName is or has been involved or connected with criminal activity or other activity, which is or may be detrimental to Salt.
- 6.2 If Salt exercises its right to suspend the Service (or part thereof) pursuant to Clauses 6.1.2 or 6.1.3 it shall, whenever reasonably practicable, give prior notice of such suspension to CustomerShortName, such notice to state the grounds of such suspension and its expected duration. Salt shall in such circumstances use all reasonable endeavours to resume the Service as soon as is practicable.
- 6.3 If the Service (or part thereof) is suspended as a consequence of the breach, fault, act or omission of CustomerShortName, CustomerShortName shall pay to Salt all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.
- 6.4 Salt shall not be liable for any loss, damage or inconvenience suffered by CustomerShortName as a result of any suspension made pursuant to Clause 6.1, except to the extent that such suspension is made pursuant to Clause 6.1.3 and for reasons which are solely and directly attributable to the negligence of Salt.



7. Term and Termination

- 7.1 This Agreement shall take effect from the date first stated below, the date the first Service Order is accepted by Salt in accordance with Clause 2.2, or the date CustomerShortName first uses a Service, whichever of these is earlier, and shall continue in force unless and until terminated in accordance with this Clause 7. It is to be noted that unless otherwise agreed upon and reduced in writing, this contract will be valid and in force for a period of twelve (12) months, and any renewal or extension will be negotiated no less than three (3) months prior to the anniversary date of the signed contract.
- 7.2 Either Party may terminate a Service:
- 7.2.1 Subject to the provisions of a Service Order, on 30 days' notice to take effect on or at any time after expiry of the relevant Initial Service Term, and, in the case of termination by CustomerShortName, such notice to be copied to the local Salt Essential IT (Pty) Ltd Customer Services department;
- 7.2.2 immediately by notice if, in relation to that Service, the other Party has committed a material breach which is incapable of remedy;
- 7.2.3 immediately by notice if, in relation to that Service, the other Party has committed a material breach capable of remedy, but which it fails to remedy within ten (10) Business Days of having been notified of such breach; or
- 7.2.4 Immediately by notice if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding three (3) months.
- 7.3 Either Salt or CustomerShortName may terminate this Agreement immediately upon notice:
- 7.3.1 in the event of a material breach by the other, which has application to all Services then provided under this Agreement, and which is incapable of remedy;
- 7.3.2 in the event of a material breach by the other, which has application to all Services then provided under this Agreement, and which is capable of remedy, but which such other fails to remedy within ten (10) Business Days of having been notified of such breach;
- 7.3.3 if the other has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law;
- 7.3.4 in the event of a Force Majeure Event, which has application to all Services then provided hereunder, and which subsists for a continuous period exceeding three (3) months; or
- 7.3.5 Where after expiry, the exiting contract has not been renewed or extended from the applicable Initial Service Term(s), no Services, that have been provided under this Agreement, will be terminated.
- 7.4 Salt may terminate this Agreement (or the relevant Service) immediately by notice if a suspension of a Service pursuant to Clauses 6.1.4, 6.1.5 or 6.1.6 has continued for a period of at least two (2) consecutive months.
- 7.5 If Salt has reasonable grounds to consider that there has been a violation of Clause 8.5, Salt may notify CustomerShortName and require it to remedy the violation:
- 7.5.1 in the event of an incident involving a violation of public law or regulation or an imminent threat to the IP Network, immediately; or
- 7.5.2 in all other cases, within forty-eight (48) hours.
- 7.5.3 If CustomerShortName fails to notify Salt that such a remedy has been effected in accordance with this Clause 7.5 or if Salt reasonably determines that the violation is continuing or is likely to occur again, Salt may terminate this Agreement (or relevant Internet Service) immediately upon notice to CustomerShortName.
- 7.6 Notwithstanding the provisions of Clauses 7.2 and 7.3, Salt may terminate this Agreement (or the relevant Service) on five (5) Business Days' notice if CustomerShortName fails to make any payment, when due, in accordance with the terms of this Agreement.
- 7.7 Without prejudice to accrued rights or obligations, upon termination of this Agreement:
- 7.7.1 all Service Orders and accompanying Services shall terminate immediately;
- 7.7.2 notwithstanding the provisions of Clause 4, all accrued Charges not yet invoiced shall become due and shall be paid by CustomerShortName immediately on receipt of an invoice; and
- 7.7.3 each Party shall promptly return to the other Party all copies of the other Party's Confidential Information and, if requested, verify to the other Party that it has done so.
- 7.8 Termination of this Agreement shall not affect the continuation, to the extent necessary, of Clauses 2.2, 2.4, 3.2, 4, 5.3, 6.3, 6.4, 8.3, 8.5, 9, 11, 12, 14, 15, 16, 17 and 19.



7.9 The agreement will automatically terminate on the anniversary date, which is the date this contract comes into effect, should CustomerShortName not notify Salt, of their intend to renew or terminate the contract and subsequent services, 90 days prior to the anniversary date. Salt will notify CustomerShortName via an official email of the pending renewal and/or termination of the agreement.

8. Customer Obligations

- 8.1 CustomerShortName shall grant or shall procure the grant to Salt of such rights of access to each Customer Site, including any necessary licences, waivers or consents to enable it to perform its obligations or exercise its rights under this Agreement. CustomerShortName shall advise Salt in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at CustomerShortName Site, and Salt shall use all reasonable endeavours to observe and ensure that its employees and authorised representatives observe such regulations and requirements as advised whilst at CustomerShortName Site.
- 8.2 CustomerShortName shall provide Salt with such facilities and information as Salt may reasonably require, to enable it to perform its obligations or exercise its rights under this Agreement.
- 8.3 CustomerShortName warrants and undertakes that it shall:
- 8.3.1 use the Service Equipment only for the purpose of receiving the Service and in accordance with Salt's reasonable instructions from time to time and/or any software licence that may be provided with the Service Equipment;
 - 8.3.2 not move, modify, relocate, or in any way interfere with the Service Equipment (or any words or labels on the Service Equipment) or any equipment attached unless prior authorised by Salt.;
 - 8.3.3 not cause the Service Equipment to be repaired or serviced except by an authorised representative of Salt;
 - 8.3.4 insure and keep insured all Service Equipment installed at each Customer Site against theft and damage;
 - 8.3.5 not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment. Title to the Service Equipment shall at all times belong and remain with Salt or its subcontractor;
 - 8.3.6 permit Salt to inspect, test, maintain and replace the Service Equipment at all reasonable times;
 - 8.3.7 comply with Salt' reasonable instructions in relation to the modification of CustomerShortName Equipment to enable CustomerShortName to receive the Service, at its own expense; and
 - 8.3.8 upon termination of a Service, allow Salt access to each Customer Site to remove the Service Equipment. Should any construction or alteration to CustomerShortName Site have occurred to facilitate any Service, Salt is not obliged to restore CustomerShortName Site to the same physical state as prior to Service delivery.
- 8.4 CustomerShortName shall be liable for any and all damage to Service Equipment or the Network which is caused by (i) the act or omission of CustomerShortName or CustomerShortName's breach of the terms of this Agreement; or (ii) malfunction or failure of any equipment or facility provided by CustomerShortName or its agents, employees, or suppliers, including but not limited to CustomerShortName Equipment, nor shall Salt be liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.
- 8.5 CustomerShortName warrants that it holds and shall continue to hold such licences and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect CustomerShortName Equipment to the Network and Service Equipment. Salt reserves the right to disconnect any Customer Equipment where CustomerShortName has failed to comply with the provisions of this Clause and Salt shall in no event be liable in respect of CustomerShortName's failure to comply with this Clause.
- 8.5.1 CustomerShortName shall indemnify Salt in respect of any and all losses, damages, costs or expenses resulting from or arising out of any breach of the warranties set out in Clause 8.5 and/or any third-party claim or allegation arising out of or relating to the use of the Service, and which relates to any act or omission of CustomerShortName which is, or if substantiated would be, a breach of Clause 8.5.
- 8.6 CustomerShortName warrants and undertakes that it shall in its use of:
- 8.6.1 the Services, comply with any relevant legislative and regulatory provisions and shall not use the Services for any illegal or immoral purpose; and
 - 8.6.2 any Salt Services, comply with the then current version of the Salt Acceptable Use Policy (the "Policy"). The applicable Policy shall be available at the following URL: <https://www.salt.na/terms-conditions/>. CustomerShortName shall, prior to commencing its use of Salt services shall read and understand the Policy. Salt reserves the right to change the Policy from time to time, effective upon posting of the revised Policy at the URL or other notification to CustomerShortName.



9. Conflict of Interest

9.1 Conflict of Interest

Salt will notify the customer as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest if applicable. We will explain the actual or potential conflict in writing in sufficient detail so that the customer is able to assess such actual or potential conflict. We will provide the customer any additional information necessary for them to fully assess and address such actual or potential conflict of interest. Salt will accept any reasonable conflict mitigation strategy employed by the customer including but not limited to the use of an independent employee and/or subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

10. Liability

- 10.1 Subject to Clause 10.5 but otherwise notwithstanding anything else in this Agreement, each Party's total liability to the other in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement, except in respect of any liability arising pursuant to CustomerShortName's obligations set out in Clauses 4 and 8.5, shall be limited to:
- 10.1.1 N\$1,000,000 (one million Namibian Dollars) per event or series of connected events or six times the value of the average monthly billing of the affected Service Order (the average being calculated using three months of billing prior to the aforementioned event or series of connected events), whichever is the lesser amount; and
- 10.1.2 notwithstanding Clause 10.1.1, a maximum of N\$2,000,000 (two million Namibian Dollars) in aggregate in any twelve (12) month period or twelve times the value of the average monthly billing of the affected Service Order (the average being calculated using three months of billing prior to the aforementioned event or series of connected events), whichever is the lesser amount.
- 10.1.3 For the avoidance of doubt, for the purposes of this Clause 10.1, the limits on liability expressed above are cumulative and apply across all Services.
- 10.2 Subject to Clause 10.5 but otherwise notwithstanding anything else in this Agreement, neither Party shall in any event be liable to the other for indirect or consequential losses or otherwise for harm to business, loss of revenues, loss of anticipated savings or lost profits, whether or not reasonably foreseeable at the time when the Agreement was entered into.
- 10.3 CustomerShortName acknowledges that Salt is unable to exercise editorial or other control over any content placed on or accessible through CustomerShortName's use of the Services and Salt shall have no liability as to the quality, content or accuracy of information received through or as a result of the use of the Services.
- 10.4 In the event that CustomerShortName does not meet any liability to Salt arising out of or in connection with this Agreement and/or any of the Service Orders (including but not limited to the payment of the Charges), CustomerShortName acknowledges and agrees that it is jointly and severally liable to Salt in respect of any such liability and Salt may demand that CustomerShortName satisfies such liability in whole or in part.
- 10.5 Nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from its negligence.

11. Force Majeure

Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement (other than for payment obligations set out in Clause 4) to the extent such delay or failure is attributable to a Force Majeure Event. Subject to Clauses 7.2 and 7.3, any such delay or failure shall suspend this Agreement until the Force Majeure Event ceases and the affected Initial Service Term(s) shall be extended by the length of the suspension.

In the event of a pandemic or a state of emergency that prohibits or prevents services agreed to, to be delivered, the parties will negotiate, agree and reduce to writing any amendments to the contract in its whole.

12. Intellectual Property

- 12.1 CustomerShortName acknowledges:
- 12.1.1 that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wheresoever enforceable, which are used in connection with the Service and/or Service Equipment, shall remain the sole property of Salt or Salt Affiliates; and
- 12.1.2 without limitation to the foregoing, that CustomerShortName shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of Salt or Salt affiliates without the prior written consent of Salt which consent can be withdrawn at any time.
- 12.2 CustomerShortName warrants that any domain name registered or administered on its behalf will not contravene the trademark or other intellectual property rights of any third party and that it shall comply with the rules and procedures of the applicable domain name authorities, registries and registrars. CustomerShortName shall indemnify Salt in respect of any and all losses, damages, costs and



expenses arising from or in connection with breach of this Clause 12.2. CustomerShortName irrevocably waives any claims against Salt which may arise from the acts or omissions of domain name registries, registrars or other authorities.

- 12.3 Internet Protocol (IP) addresses assigned to CustomerShortName by Salt in connection with an Internet Service shall be used solely in connection with the Internet Service. If such Internet Service is discontinued for any reason (including termination of the Agreement or the Internet Service), CustomerShortName's right to use the IP addresses shall immediately cease and the IP addresses shall be returned immediately to Salt. Any breach of this Clause 12.3 is a material breach of the Agreement.
- 12.4 If CustomerShortName does not move the domain name(s) registered by Salt to another Internet provider within one month after termination of the Agreement and/or the Internet Service, Salt reserves the right to terminate the domain name(s) registered by Salt for CustomerShortName with the applicable domain name authorities, registries and registrars.

13. Confidentiality

- 13.1 Subject to Clause 13.2, Salt, CustomerShortName, and each Party hereunder, shall:
- 13.1.1 only use Confidential Information for the purposes of this Agreement;
- 13.1.2 only disclose Confidential Information to a third party with the prior written consent of the other Party. (Salt may disclose Confidential Information to Salt affiliates or to its employees, agents or contractors, including professional advisors or auditors, and Customer may disclose Confidential Information to Customer Affiliates for the purposes of this Agreement); and
- 13.1.3 ensure that any third party to whom Confidential Information is disclosed executes a confidentiality undertaking substantially similar to the terms of this Clause 13.
- 13.2 The provisions of Clause 13.1 shall not apply to any Confidential Information which: (i) is in or comes into the public domain other than by breach of this Clause 13 ; or (ii) is or has been independently generated by the recipient Party; or (iii) is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body.

14. Assignment

Neither Party may assign, charge, transfer or otherwise dispose of this Agreement, any Service Order, or any rights or obligations therein in whole or in part, without the written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed), except that Salt may assign any and all of its rights and obligations hereunder: (i) to any Salt Affiliate; (ii) to a third party pursuant to any sale or transfer of substantially all the assets or business of Salt or a Salt Affiliate; or (iii) to a third party pursuant to any financing, merger, or reorganisation of Salt or a Salt Affiliate.

15. General

- 15.1 **Severability.** If any provision of this Agreement, including any limitation, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.
- 15.2 **No Waiver.** Failure or delay by either Party to exercise or enforce any right or benefit conferred by this Agreement, including Salt' right to deliver invoices in accordance with Clause 4, shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 15.3 **Relationship.** Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed to constitute between the Parties a partnership, agency, association, joint venture or other co operative entity.
- 15.4 **Third Party Beneficiaries.** Except as otherwise contemplated by this Agreement, nothing herein will create or confer any rights or other benefits in favour of any person other than the Parties.
- 15.5 **Variation.** This Agreement (or any part thereof) shall be modified only by the written agreement of the Parties.
- 15.6 **Fraud.** For purposes of this Agreement, "Fraud" means the illegal or unauthorized use of any service provided. The risk of fraud shall be borne entirely by CustomerShortName and CustomerShortName shall pay Salt for all charges for the use of the services regardless of whether the purchase or use of the services was fraudulent or not. Salt shall have the right at any time to immediately suspend or terminate a service to protect against fraud or to protect the integrity of the Salt network.

16. Notices

Except as otherwise expressly provided for herein, any notice required or authorised to be given under this Agreement shall be in writing and delivered (i) by prepaid registered post or (ii) by electronic mail or (iii) by hand, to the address stated above, and shall be deemed to have been served, in respect of (i) 14 days after such posting and in respect of (ii) and (iii) on the next business day after the date of such transmission or delivery. Notwithstanding the aforementioned, technical and service related notices relating to the Services shall be sufficient if transmitted to CustomerShortName's designated point of contact by e-mail and/or SMS (whichever is more appropriate in the circumstances) and shall be deemed to have been served on the transmission date of such e-mail and/or SMS.



17. Entire Agreement

This Agreement sets out the entire and exclusive agreement between Salt and CustomerShortName superseding all prior or contemporaneous representations, agreements or understandings concerning the subject matter addressed herein. No oral or written explanation or oral or written information provided shall alter the interpretation of this Agreement. CustomerShortName confirms that, in agreeing to enter into this Agreement and/or a Service Order, it has not relied on any representation except as set out herein and CustomerShortName agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement, excluding any fraudulent misrepresentation.

18. Dispute Resolution

- 18.1 In the event of a dispute concerning this Agreement and any Addendum hereto, each Party shall in the first instance promptly bring the dispute to the attention of a Director or similar person in a management position.
- 18.2 If CustomerShortName wishes to dispute any invoice or part of an invoice falling due in accordance with Clause 4.7, CustomerShortName shall, before the invoice is payable, deliver a notice in writing to Salt setting out the nature of its dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, in as far as such documentation is available. Any undisputed part of a disputed invoice shall be paid by CustomerShortName in accordance with Clause 4.7.
- 18.3 The Parties shall use all reasonable endeavours to resolve such payment disputes as soon as is reasonably practicable.

19. Customer Data and Privacy

- 19.1 CustomerShortName acknowledges that Salt or its agents will, by virtue of the provision of Services, come into possession of Customer Data.
- 19.2 Salt shall implement appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing. CustomerShortName acknowledges that it has right to access Regulated Customer Data upon written notice and have any agreed errors in such Regulated Customer Data rectified.
- 19.3 CustomerShortName acknowledges and agrees that Salt and its agents may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information):
 - 19.3.1 in connection with the provision of Services;
 - 19.3.2 to incorporate Customer Data into databases controlled by Salt for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and
 - 19.3.3 to communicate to CustomerShortName by voice, letter, fax or email regarding products and services of Salt or its Salt Affiliates.

CustomerShortName may withdraw consent for such use, processing or transfer of Customer Data as set out above, unless it is required to (i) provision, manage, account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order, by sending written notice to Salt in accordance with the prescribed form, available from Salt on request.

- 19.4 CustomerShortName warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this Clause 19.

20. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with Namibian-law, and Salt and CustomerShortName irrevocably agree to the exclusive jurisdiction of the Namibian courts.

Executed as an agreement by CustomerShortName and Salt, intending hereby to be legally bound, by their authorised officers, on the day first here written.



21. List of Annexures and Documents

- 21.1 The Annexures listed below form part of this Agreement:
 - 21.1.1 Annexure: Schedule of Contacts - see [23](#) below
 - 21.1.2 Annexure: Schedule of Documents – see [24](#) below
 - 21.1.2.1 SALT Standard Trading Terms and Conditions (STTC);
 - 21.1.2.2 SALT Acceptable Use Policy (AUP);
 - 21.1.2.3 SALT Service Description – General Terms and Conditions;
 - 21.1.2.4 SALT Cloud Service Descriptions;
 - 21.1.2.5 SALT Logging Procedure.
 - 21.1.3 Annexure: Terms of Billing and Payment – see [25](#) below



22. Execution

This agreement is executed by and on behalf of:

CustomerFullName by Mr. CustomerSignatory in his capacity as Chief Executive Officer, CustomerShortName.

SALT by Mr. SaltSignatory in her capacity as Managing Director, Salt Essential IT (Proprietary) Limited.

THUS DONE AND SIGNED:

by and on behalf of CustomerFullName at Windhoek on this _____ day of _____

(Customer Signatory)

(As Witness 1)

(As Witness 2)

THUS DONE AND SIGNED:

by and on behalf of SALT at Windhoek on this _____ day of _____

(SALT Signatory)

(As Witness 1)

(As Witness 2)



NOTE

All pages of this Agreement and all pages of the Annexures of this Agreement must be initialled in addition to signing this page

23. Annexure: Schedule of Contacts

Table 2: Customer Representatives

Name	Function	Telephone	Email
Ms. CustomerRepresentative	Customer Representative	+264 61 xxx xxx	CustomerRepresentative@nfs.com.na

Table 3: SALT Representatives

Name	Function	Telephone	Email
Service Desk (Business Hours)	Service Desk	061 433 99 11	Helpdesk@salt.na
Business Development	Hardware & Software Sales	061 433 99 00	Sales@salt.na
Salt Account Manager	Customer Account Manager	061 433 99 11	SaltAccountManager@salt.na
Service Desk (Outside Business Hours Only)	Service Desk Standby	081 150 6000	

24. Annexure: Schedule of Documents

Table 4: Documents referred to by this Agreement

Name	Location
Standard Trading Terms and Conditions (STTC)	https://www.salt.na/terms-conditions/
Acceptable Use Policy (AUP)	http://www.salt.na/terms-conditions/
SALT Service Description – General Terms and Conditions	http://www.salt.na/terms-conditions/
Service Descriptions	http://www.salt.na/terms-conditions/
Logging Procedure	http://www.salt.na/terms-conditions/

25. Annexure: Terms of Billing and Payment

CustomerFullName agrees to the terms of payments as set out in this Section:

- 25.1 Interest shall accrue on any overdue invoice from the due date until payment (whether before or after judgment) at the annual rate of two (2) percent above the base lending rate from time to time of First National Bank of Namibia. Overdue accounts will attract an additional admin/legal/debt recovery fee.
- 25.2 SALT's billing cycle shall be **monthly, quarterly, 6-monthly or annually** ("Billing Period") as agreed between the Parties, beginning on the Commencement Date. The Fees will be invoiced on the first day or first business day after that day of every Billing Period, for services in that same Billing Period. SALT may require payment for the first Billing Period before beginning service. If CustomerFullName's order provides for credit/debit card billing, CustomerFullName authorises SALT to bill subsequent fees to the credit/debit card up to three (3) days prior to, on or after the first day of each successive Billing Period during the term of this Agreement; otherwise SALT will invoice CustomerFullName via electronic mail to CustomerFullName Representative. The Fees shall be due 30 (thirty) days after the date of the SALT invoice.



- 25.3 In addition to the Fee, CustomerFullName shall pay Variation Fees and Expenses. All Fees, Variation Fees and Expenses are payable within 30 (thirty) days of the date of the SALT invoice specifying the Fee, Variation Fee and Expenses claimed pursuant to this Agreement.
- 25.4 By Notice to SALT, CustomerFullName may require SALT to provide details and, where applicable, documentary proof for and in support of any claim for Fees, Variation Fees or Expenses under this Agreement.
- 25.5 Any queries by CustomerFullName must be lodged with SALT by Notice not later than 10 (ten) Business Days after the receipt of the invoice. Any queries raised shall not absolve CustomerFullName from timely payment of the invoice as defined in this Agreement by Customer to SALT in full.
- 25.6 The Fee, Variation Fee and Expenses shall exclude any statutory taxes, levies or imposts. All such taxes, levies and imposts shall be paid by CustomerFullName, or reimbursed to SALT by CustomerFullName, as the case may be.
- 25.7 A certificate issued by a director or manager of SALT, who's designation shall not need to be proved, shall serve as prima facie proof in any proceedings between SALT and Customer.