



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

These Standard Terms and Conditions govern the provision of software and related services by MegaVision Media (Pty) Ltd ("Company") to the Client.

Acceptance of a quotation issued by the Company constitutes acceptance of these Terms and Conditions.

1. DEFINITIONS

1.1 "Agreement" means the quotation, order form, proposal, statement of work, or other written agreement incorporating these Terms and Conditions;

1.2 "Authorised Users" means employees, contractors, or agents authorised by the Client to access the Services;

1.3 "Client" means the legal entity purchasing or subscribing to the Services;

1.4 "Client Data" means all data submitted to the Services by or on behalf of the Client;

1.5 "Company" means MegaVision Media (Pty) Ltd;

1.6 "Confidential Information" means any non-public information disclosed by either party including business information, software, documentation, pricing, and technical information;

1.7 "Derivative IP" means any enhancements, modifications, improvements, configurations, analytics models, artificial intelligence models, workflows, or derivative works created in connection with the Services;

1.8 "Intellectual Property Rights" means all copyrights, patents, trademarks, trade secrets, know-how, design rights, database rights and other intellectual property rights;

1.9 "Platform" means the Company's proprietary software systems including but not limited to the MAX platform and related solutions;

1.10 "Services" means the software-as-a-service platform, associated modules, integrations, configuration services, training, support, and other services provided by the Company;

1.11 "Subscription Term" means the period during which the Client is authorised to access the Services.



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

2. PROVISION OF SERVICES

The Company agrees to provide the Client with access to the Platform and related Services as specified in the Agreement;

The Services are delivered on a software-as-a-service basis, hosted and managed by the Company or its infrastructure providers;

The Client acknowledges that the Services are provided as part of a multi-tenant cloud platform used by multiple customers.

3. LICENSE GRANT

Subject to payment of applicable fees and compliance with this Agreement, the Company grants the Client a limited, non-exclusive, non-transferable, revocable licence during the Subscription Term to access and use the Services for internal business purposes.

The Client may permit Authorised Users to access the Services solely for the Client's internal operations.

No ownership rights in the Platform are transferred to the Client.

4. RESTRICTIONS

The Client shall not:

- copy, distribute, sublicense, sell, or resell the Services;
- reverse engineer, decompile, or attempt to extract source code;
- modify or create derivative works of the Platform;
- access the Services to build a competing product or service;
- conduct benchmarking or performance testing without prior written consent;
- attempt unauthorised access to the Platform infrastructure;
- introduce malware, viruses, or malicious code.

Any violation may result in suspension or termination of access.

5. FEES AND PAYMENT

The Client agrees to pay the fees specified in the Agreement.



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

Unless otherwise agreed:

- invoices are payable within 30 days;
- fees are exclusive of VAT;
- subscription fees are non-refundable.

Where development or configuration services are provided:

- 50% deposit is payable upfront;
- 50% payable upon completion of the agreed scope.

The Company may suspend Services where fees remain unpaid beyond the due date.

6. SUBSCRIPTION AND USER LICENSING

Subscriptions are typically licensed based on the number of Authorised Users or other usage metrics specified in the Agreement.

Reductions in subscription quantities may only take effect at the end of a Subscription Term unless otherwise agreed in writing.

The Client is responsible for managing Authorised User access.

7. CLIENT RESPONSIBILITIES

The Client shall:

- ensure Authorised Users comply with this Agreement;
- maintain the security of login credentials;
- provide accurate information required for the Services;
- ensure compatibility of its devices, networks, and systems.

The Client is responsible for all activity conducted through its user accounts.

8. DATA OWNERSHIP AND USE

All Client Data remains the property of the Client.

The Company will only use Client Data to provide the Services unless otherwise authorised.



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

The Company may process Client Data in accordance with applicable laws including the Protection of Personal Information Act (POPIA).

9. AGGREGATED AND ANONYMISED DATA

The Company may create and use aggregated, anonymised, and statistical data derived from platform usage for purposes including:

- product improvement;
- benchmarking;
- analytics;
- artificial intelligence model development;
- industry insights.

Such data will not identify the Client or any individual.

10. INTELLECTUAL PROPERTY

All Intellectual Property Rights in the Platform, software, documentation, and Services remain the exclusive property of the Company.

The Client receives only a licence to access the Services.

Nothing in this Agreement transfers ownership of the Platform.

11. DERIVATIVE IP AND PLATFORM IMPROVEMENTS

All Derivative IP created in connection with the Services shall vest exclusively in the Company.

This includes:

- custom configurations;
- reports and dashboards;
- analytics models;
- artificial intelligence features;
- integrations;
- workflow designs;
- feature improvements arising from Client feedback.

The Company may incorporate such improvements into the broader Platform and make them available to other customers.



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

12. CONFIDENTIALITY

Each party agrees to keep confidential all Confidential Information received from the other party and to use such information only for purposes of performing under this Agreement.

This obligation survives termination of the Agreement.

13. SERVICE AVAILABILITY

The Company will use commercially reasonable efforts to maintain availability of the Services.

The Client acknowledges that availability may be affected by:

- scheduled maintenance;
- internet service interruptions;
- cloud infrastructure providers;
- third-party integrations;
- events beyond the Company's control.

The Company does not guarantee uninterrupted service.

14. THIRD-PARTY SERVICES AND INTEGRATIONS

The Services may integrate with third-party platforms including messaging systems, ERP systems, POS systems, or other services.

The Company shall not be responsible for the performance, availability, or reliability of such third-party systems.

15. WARRANTIES

Except as expressly stated in this Agreement, the Services are provided "as is".

The Company disclaims all warranties including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

The Company does not warrant that the Services will be error-free or uninterrupted.



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

16. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- the Company shall not be liable for indirect, incidental, special, or consequential damages;
- the Company's total liability arising from this Agreement shall not exceed the fees paid by the Client during the preceding 12 months.

17. TERMINATION

Either party may terminate this Agreement with 90 days written notice unless otherwise agreed.

The Company may immediately terminate or suspend Services if the Client:

- breaches the Agreement;
- fails to pay fees;
- uses the Services unlawfully.

Upon termination:

- all outstanding fees become immediately payable;
- the Client's licence to access the Platform ends.

18. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control including natural disasters, internet outages, infrastructure failures, or government actions.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the Republic of South Africa.

The Company may institute legal proceedings in either the Magistrates Court or High Court at its discretion.

20. GENERAL

This Agreement constitutes the entire agreement between the parties.

No amendment shall be valid unless in writing and signed by both parties.

The Client may not assign its rights without prior written consent from the Company.



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

If any provision is found to be unenforceable, the remaining provisions remain in effect.