STANDARD TERMS AND CONDITIONS OF SERVICE

COHESION X (PTY) LTD

REG: 2023/121880/07

(hereinafter called "Cohesion X")

These Standard Terms and Conditions of Service ("Service Agreement") of Cohesion X (Pty) Ltd govern the Client's access to and use of the Services provided by Cohesion X, including all matters relating to service delivery, subscription plans, licensing, usage rights, support, fees, integrations, intellectual property rights and other operational and commercial terms. This Service Agreement applies to all Clients and Users of the Services and forms an integral part of the contractual relationship between the Client and Cohesion X, together with the Governing Agreements applicable to the Client.

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1. Service Agreement

1.1. This Service Agreement (as read with the rest of the Governing Agreements) governs the terms and conditions of the Client's access to and use of the Services provided by Cohesion X, including but not limited to licensing, service delivery, support, integration, subscription plans, payment, users, usage limits, intellectual property rights and related operational and commercial obligations.

1.2. This Service Agreement, along with the rest of the Governing Agreements, shall become binding on the Client and shall be deemed accepted upon the earlier of:

1.2.1. acceptance by the Client of any Proposal or Service Order that references or incorporates this Service Agreement;

1.2.2. acceptance by the Client (whether in writing, by conduct, or by instruction to proceed) of any additional Service Orders;

1.2.3. the Client's first or continued use of the Services; or

1.2.4. execution of any new or further agreements or documents that expressly incorporate this Service Agreement by reference.

1.3. The Standard Data Agreement shall be deemed explicitly incorporated herein by reference. A copy can be obtained at www.cohesionx.co.za/legal.

1.4. To the extent of any conflict between this Service Agreement and any Proposal and/or Service Order, the provisions of the Proposal and/or Service Order shall prevail, but only to the extent of such conflict and where expressly stated in writing.

1.5. To the extent of any conflict between this Service Agreement and the Data Agreement, the provisions of the Service Agreement shall prevail solely in relation to specifically governed herein.

1.6. All Services, deliverables, and work undertaken by Cohesion X pursuant to a Proposal and/or Service Order and/or Service Instruction shall be subject to and governed by the Governing Agreements, unless expressly excluded or varied in writing.

2. Definitions

2.1. Unless the context indicates otherwise, the words and expressions set out below shall bear the meanings assigned to them, and similar expressions shall bear corresponding meanings. These definitions shall apply throughout this Service Agreement, including any annexures, schedules, order forms, or other documents incorporated by reference.

2.1.1. **Client** means the person or entity that registers for, subscribes to, or otherwise makes use of the Service, and includes its authorised users, personnel, or representatives.

2.1.2. **Client Inputs** means all data, content, materials, instructions, prompts, configurations, queries, selections, or other inputs submitted, provided, or initiated by the Client or its Users through or in connection with the use of the Service, including any information used to generate Outputs or interact with AI-powered features.

2.1.3. **Client Data** means all data, content, information, files, materials, or records that are provided to Cohesion X by the Client or its Users, or that are collected, stored, processed, or transmitted on the Client's behalf through the Service, including Personal Information, business records, usage data, configurations, and other materials input or uploaded by the Client.

2.1.4. **Client Solution** means any specific configuration, setup, deployment, integration, feature set, deliverable, module, user interface, dashboard, or technical environment that is designed, customised, or provisioned by Cohesion X for the Client's use as part of or in connection with the Service, and as described in an applicable Proposal and/or Service Order. The Client Solution forms part of the Service but may include bespoke elements tailored to the Client's requirements, subject to any limitations, licensing, or scope as may be agreed upon.

2.1.5. **Effective Date** means the date on which the Client first 1) subscribes to or accesses the Service, or 2) the date specified in an accepted Proposal or Service Order for the commencement of the Service.

2.1.6. **Governing Agreements** means this Standard Agreement, together with all annexures, schedules, policies, the applicable Proposal and/ or Service Order, the Cohesion X Standard Data Agreement, or such further written agreements concluded between the Parties, which collectively form the full and binding agreement between the Client and Cohesion X regarding the Services.

2.1.7. **Intellectual Property** shall mean all rights, title, and interest in and to any and all intellectual property, whether registered or unregistered, including without limitation copyrights, moral rights, rights in and to databases, rights in and to trade secrets and confidential information, patents, inventions, trademarks, service marks, trade names, domain names, designs, know-how, methodologies, algorithms, and all other similar rights recognised in any jurisdiction worldwide, together with all applications for registration, renewals, extensions, and rights to claim priority therefrom, and all rights of action in relation to any past, present or future infringement of any of the foregoing.

2.1.8. **Outputs** means any content, information, results, responses, insights, reports, analyses, predictions, summaries, or other materials generated or produced by or through the Service, including through AI-enabled features or automated processes, whether in response to Client Data, Client Inputs, or system operation.

2.1.9. **Personal Information** has the meaning ascribed to it in POPIA, and includes any information relating to an identifiable, living natural person, and where applicable, an identifiable, existing juristic person.

2.1.10. **POPIA** means the Protection of Personal Information Act, 4 of 2013, together with all regulations and codes of conduct promulgated under it, as amended from time to time.

2.1.11. **Proposal** means the document(s) prepared by Cohesion X and presented to the Client, outlining the scope of services, deliverables, timelines, commercial terms, Subscription Plan (if applicable), and any specific configurations or solutions to be provided, which form part of this Service Agreement upon acceptance by the Client.

2.1.12. **Service** means the suite of software applications, platforms, tools, systems, features, and infrastructure comprising the Service IP of Cohesion X, together with all related support and services provided or made available by Cohesion X to the Client. This includes, without limitation, access to the VectorMind Platform, AI-powered components, hosted environments, system integrations, configurations, user interfaces, and any associated functionalities, whether delivered via cloud, on-premises, mobile, or other means. The specific components and scope of the Service shall be as set out in the applicable Proposal, Service Order, Subscription Plan, or other written agreement concluded between the Parties.

2.1.13. **Specific Instruction** means any written instruction, request, purchase order, or agreement issued or concluded by the Client and accepted by Cohesion X, which records additional, bespoke, or task-specific work to be performed by Cohesion X for the Client. A Specific

Instruction may set out the scope, deliverables, timelines, pricing, or other commercial or operational terms applicable to such work. Each Specific Instruction shall be deemed to form part of the Governing Agreements between the Parties..

2.1.14. **Service IP** means all Intellectual Property owned or developed by Cohesion X or its licensors relating to the design, architecture, code, components, systems, data models, algorithms, platforms, infrastructure, and technology used to provide or operate the Service, including the VectorMind Platform, and all updates, improvements, and derivative works thereof, whether developed before, during, or after the term of the Governing Agreements and whether or not incorporated into the Services.

2.1.15. **Subscription Plan** means the pricing tier, usage limits, and feature entitlements applicable to the Client's use of the Service, as selected by the Client or set out in an applicable Proposal, Service Order or usage plan.

2.1.16. **User** means any individual whom the Client authorises to access and use the Service under the Client's account, which may include the Client's authorised staff, contractors, or representatives.

2.1.17. **VectorMind Platform** means the proprietary artificial intelligence backend solution, licensed to and serviced by Cohesion X, and offered as a managed service and suite of solutions. It includes, without limitation, all associated AI engines, agentic solutions, software, code, tools, automation, analytics, digital infrastructure, components, libraries, frameworks, utilities, codebases, data models, designs, authentication layers, data processing capabilities, servers, and any related infrastructure required to support AI-driven functionalities within the Service, together with all updates, enhancements, and improvements thereto.

3. Duration of Service Agreement

3.1. This Service Agreement, and the rest of the Governing Agreements, shall commence on the Effective Date and shall remain in force for the duration specified in the applicable Proposal or Service Order, or if no duration is specified, until terminated in accordance with this Service Agreement.

3.2. Unless otherwise stated in the applicable Proposal or Service Order, this Service Agreement and the Governing Agreements shall automatically renew on a month-to-month basis following the expiry of any initial term, subject to continued payment and use, unless either Party gives the other at least thirty (30) days' written notice of termination.

3.3. Any further Proposals, Service Orders or Specific Instructions accepted or concluded during the term of the Governing Agreements shall continue to be governed by the Governing Agreements, even if completed or performed after the expiry of the term, unless expressly agreed otherwise in writing.

4. Cohesion X Service

4.1. Cohesion X provides access to a suite of digital software services, platforms, tools, and infrastructure as part of the Service. The Service may, if so agreed, include access to Cohesion X's Service IP (including, but not limited to, the VectorMind Platform, additional AI-powered components, hosted environments, system integrations, user interfaces, and any related support services).

4.2. The Service is made available to the Client for its internal business operations, subject to the terms and conditions of the Governing Agreements and any applicable usage limits, Subscription Plan, or authorised scope as may be set out in the Proposal or a Service Order.

4.3. Cohesion X may, from time to time and without notice to the Client, improve, update, enhance, modify, or replace components of the Service, including the Service IP, provided that such changes do not materially reduce the overall functionality of the Service as made available to the Client under the Governing Agreements.

4.4. Cohesion X shall make the Service available with reasonable skill, care, and diligence and shall use commercially reasonable efforts to ensure its availability and performance, subject to any maintenance, updates, or events beyond Cohesion X's reasonable control.

5. Service limitations

5.1. The Client acknowledges that the Service is provided strictly in accordance with the specifications, functionalities, and capabilities made available under the relevant Subscription Plan and the relevant Service IP applicable to the Client's subscribed Service, as described in the applicable Proposal, Service Order, or any other part of the Governing Agreements. Cohesion X does not warrant or represent that any additional functionality, integration, or configuration shall be made available other than as expressly agreed to in writing.

5.2. Cohesion X shall only be bound to perform any additional services, development, customisation, support, or deliverables beyond those expressly included in the Client's current Subscription Plan or Service Order if such additional work has been the subject of a duly executed Service Order or Specific Instruction, signed by both Parties. Each such Service Order or Specific Instruction shall set out the applicable scope, deliverables, terms, and any additional fees, charges, or timelines agreed between the Parties. No email, verbal request, or informal correspondence shall constitute a binding obligation on Cohesion X unless confirmed by a signed Service Order.

5.3. Cohesion X undertakes to make available the Service with the functional capabilities described in the applicable Proposal or Subscription Plan, and in accordance with the functional scope and limitations of the Service IP associated with the specific Service subscribed to by the Client. The Client acknowledges that certain advanced features, integrations, or modules may only be available under specific plans or as part of bespoke arrangements.

5.4. The Client shall not be entitled to demand, rely upon, or enforce the provision of any specific Client Solution, feature, or customisation unless:

5.4.1. such functionality or deliverable is expressly stated to form part of the Client's current Subscription Plan or Service Order; or

5.4.2. Cohesion X has expressly undertaken in writing to develop and/or deliver such Client Solution under a signed Proposal, Service Order or Specific Instruction.

5.5. For the avoidance of doubt, the inclusion of references to functionality, potential configurations, or optional services in marketing materials, product documentation, or general technical overviews shall not, in the absence of a signed Proposal, Service Order and/or Specific Instruction, be construed as a binding undertaking by Cohesion X to provide such functionality, work or service to the Client.

6. Licence Rights

6.1. Subject to the Client's complete and ongoing compliance with the Governing Agreements, including payment of all applicable fees and costs, Cohesion X grants to the Client a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the Service (and associated Service IP) for the Client's internal business purposes during the term of the Governing Agreements.

6.2. The licence granted in clause 6.1 includes access to such components of the VectorMind Platform and other underlying Service IP as are required for the proper use of the Service and/or agreed Client Solution, but only to the extent necessary for the proper use thereof as may be agreed between the Parties in an accepted Proposal and/or Service Order.

6.3. Except as expressly permitted in writing, the Client shall not:

6.3.1. copy, reproduce, distribute, modify, or create derivative works from any part of the Service or Service IP;

6.3.2. reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Service or Service IP;

6.3.3. resell, lease, sub-license, or provide access to the Service or any part of the Service IP to any third party without the prior written consent of Cohesion X; or

6.3.4. use the Service or any part of the Service IP in any way that infringes applicable laws or the intellectual property rights of Cohesion X or any third party.

6.4. All rights not expressly granted to the Client under the Governing Agreements are reserved by Cohesion X and its licensors. The Client acknowledges that it shall not acquire any rights, title, or interest in or to the Service, any part of the Service IP, or any related Intellectual Property, other than the limited rights of use expressly set out in the Governing Agreements.

6.5. Cohesion X may suspend or revoke the Client's licence and access to the Service (and use of the Service IP) immediately upon written notice if the Client breaches any material term of licensing as set out in the Governing Agreements.

7. Payment of Fees

7.1. The Client shall pay all fees, charges, and amounts due to Cohesion X as set out in any Proposal, Subscription Plan, Service Order, Subscription Plan or Specific Instruction accepted by the Client, in accordance with the terms of the Governing Agreements. Unless expressly agreed otherwise in writing, the standard payment terms and conditions set out in this Service Agreement shall apply.

7.2. Unless expressly agreed otherwise in writing, all fees shall be invoiced monthly in advance and are payable within thirty (30) calendar days from the date of invoice.

7.3. If the Client operates on a defined internal payment cycle or requires specific billing arrangements (e.g., purchase orders, billing references, or designated payment dates), the Client shall notify Cohesion X in writing prior to commencement of the Service. Cohesion X may, in its discretion, accommodate such requirements provided they are reasonable and do not conflict with the payment terms herein.

7.4. Where a Proposal, Service Order and/or Specific Instruction provides for payment of a deposit or in accordance with defined milestones, the Client shall pay such amounts in the manner and within the

time periods specified therein. Unless otherwise stated, deposits are non-refundable and must be paid prior to commencement of any associated work or provisioning of the relevant Service.

7.5. All amounts payable are exclusive of VAT and any other applicable taxes, which shall be charged and payable in addition at the prevailing rate. Cohesion X shall provide the Client with a valid tax invoice.

7.6. Where any payment due is not received by the respective due date for such payment, Cohesion X may, without prejudice to any other rights or remedies:

7.6.1. charge interest on the overdue amount at the rate of 15% per annum, calculated daily and compounded monthly;

7.6.2. suspend access to the Service or withhold deliverables until full payment is received; and

7.6.3. recover from the Client all reasonable legal and collection costs incurred in recovering overdue amounts on the scale as between attorney and client.

7.7. The Client must raise disputes regarding any portion of an invoice in writing within seven (7) days of receipt of such invoice. The undisputed portion shall remain payable in accordance with the agreed Governing Agreements.

7.8. All payments shall be made in South African Rand via electronic funds transfer into the bank account nominated in writing by Cohesion X, without deduction, set-off, or withholding of any kind, unless required by law.

8. Subscription Plans and Fee Adjustments

8.1. All fees, charges, and entitlements associated with any Subscription Plan shall be as set out in the applicable Proposal, published Subscription Plan summary, Service Order or Specific Instruction, as may be applicable.

8.2. Cohesion X reserves the right to update, amend, or revise the pricing, features, usage limits, service tiers, or other commercial terms of its Subscription Plans from time to time, provided that:

8.2.1. such changes shall be effective on not less than thirty (30) days' written notice to the Client; and

8.2.2. where the Client is on a fixed-term, tailored or fixed-price Subscription Plan as expressly set out in a Proposal, Service Order or Specific Instruction, the agreed pricing shall remain unchanged for the duration of that fixed term, unless otherwise stated.

8.3. Subscription Plan changes may include adjustments to:

8.3.1. applicable monthly or annual fees;

8.3.2. data usage limits or technical capacities;

8.3.3. included features, tools, or support levels; and

8.3.4. access rights or service constraints based on plan tier.

8.4. Cohesion X may, at its discretion, offer new plans, retire outdated plans, or require the Client to migrate to a different Subscription Plan following expiry of any fixed term, or where the Client's usage materially exceeds the agreed or published limits or scope of the original plan.

8.5. Continued use of the Service following the effective date of any changes to fees or plan terms shall be deemed acceptance of such changes, unless the Client elects to terminate the Service Agreement in accordance with the applicable notice provisions.

8.6. The Client acknowledges that pricing and feature availability may vary depending on the selected Subscription Plan and that certain functionalities may only be available under higher-tier plans or as part of bespoke arrangements.

9. Authorised Users and Access Control

9.1. The Client may grant access to the Service to its authorised Users, provided that:

9.1.1. the Client remains fully responsible for all acts and omissions of its Users, including any unauthorised access, misuse, or breach of the Governing Agreements; and

9.1.2. such access is limited to the scope of the Client's internal business purposes and does not extend to unrelated third parties.

9.2. The Client shall implement appropriate access controls to manage and secure User accounts, including enforcing strong authentication measures and promptly revoking access for any User who no longer requires it.

9.3. Cohesion X shall not be liable for any loss, damage, or liability arising from access or use of the Service by the Client's Users, whether authorised or unauthorised, except to the extent caused by Cohesion X's gross negligence or wilful misconduct.

9.4. The Client shall notify Cohesion X promptly if it becomes aware of any actual or suspected unauthorised use or access to the Service, and shall cooperate fully with Cohesion X to mitigate any resulting risk or impact.

10. Integration and Support

10.1. Cohesion X may, if agreed as part of an accepted Proposal or Service Order, provide the Client with limited onboarding assistance, training and guidance relating to the integration of the Service into the Client's environment. Such assistance shall be advisory in nature and limited to what is expressly described in the Proposal or Service Order.

10.2. Cohesion X shall not be responsible for the successful integration, implementation, or operation of the Service within the Client's systems, infrastructure, or third-party environments. The Client remains solely responsible for all activities, costs, configurations, and third-party services required to integrate the Service into its internal systems.

10.3. Cohesion X shall, where reasonably necessary for integration purposes, make available all relevant APIs, integration documentation, and standard technical support to enable the Client's technical team or service providers to carry out such integration.

10.4. Following any initial onboarding or integration assistance, Cohesion X may, at its discretion or as agreed in a further Service Order or Specific Instruction, provide the Client with ongoing support, advice, or technical input to maintain or improve the integration and use of the Service.

10.5. Any requests by the Client for changes, enhancements, customisations, or further integration of the Service after the initial onboarding phase shall be deemed to be a Specific Instruction and subject to such further Service Orders as may be required by Cohesion X in order to set any additional fees, costs or charges as may be applicable.

10.6. Cohesion X is not responsible for supporting, maintaining, or troubleshooting the Client's internal systems, third-party platforms, or custom environments. The Client shall ensure that its technical team or service providers are able to manage such systems and coordinate with Cohesion X as required.

10.7. All support and changes are subject to Cohesion X's availability, resource allocation, and applicable commercial terms.

11. Service Quality

11.1. While Cohesion X shall use reasonable skill, care, and diligence in the delivery and operation of the Service, the Client acknowledges that no software or digital service is guaranteed to be error-free, uninterrupted, or entirely bug-free. Accordingly, Cohesion X does not warrant that the Service will operate without interruption or defect, nor that it will be free of vulnerabilities, faults, or software bugs.

11.2. Cohesion X undertakes, upon written notice from the Client of any reproducible material error or malfunction, to use commercially reasonable efforts to investigate and remedy such issues as soon as reasonably practicable, taking into account the severity, impact on the Client, and the complexity of the issue. Resolution timelines may vary depending on the nature of the issue and the Client's Subscription Plan or support tier.

12. Intellectual Property Rights

12.1. Cohesion X shall at all times and notwithstanding any fees paid by the Client, retain full ownership of all Intellectual Property in and to the Service, Service IP, the VectorMind Platform, all underlying systems, source code, models, tools, frameworks, data structures, software components, documentation, configurations, and any specialist modules or technical elements developed or deployed in connection with the Client's use of the Service, including any that are specifically configured or customised for the Client.

12.2. No ownership rights in any part of the Service, Service IP or VectorMind Platform, including system configurations or specialist modules, shall be deemed to have transferred to the Client in terms of any part of the Governing Agreements. Ownership of any such Intellectual Property shall only transfer to the Client if expressly agreed in a separate written agreement signed by both Parties, and subject to such additional fees, conditions, and commercial terms as may be set out in that agreement.

12.3. The Client shall retain full ownership of its own pre-existing Intellectual Property, as well as all rights, title, and interest in and to all Client Data, Client Inputs, and Outputs created, submitted, or generated during its use of the Service. Nothing in the Governing Agreements shall be construed as transferring any ownership rights in such Client Intellectual Property or Client Data to Cohesion X, subject always to the limited right of access granted to Cohesion X under the Governing Agreements solely for the purpose of delivering and supporting the Service.

12.4. Nothing in this Service Agreement shall be construed as granting the Client any rights, title, or interest in or to the Intellectual Property of Cohesion X, except for the limited licence to use the Service as set out in the Governing Agreements.

13. Non-disclosure of Client Information

13.1. Cohesion X undertakes to treat all Client Intellectual Property, including Client Data, Client Inputs, Outputs, configurations, models, documentation, designs, business processes, and any other proprietary information provided or made accessible by the Client, as strictly confidential. Cohesion X shall not disclose, share, publish, reverse-engineer, replicate, or use such Client Intellectual Property for any purpose other than as strictly necessary to perform its obligations under the Governing Agreements.

13.2. Cohesion X shall take all reasonable technical, organisational, and legal measures to protect the confidentiality and integrity of the Client's Intellectual Property, and shall ensure that its personnel, contractors, and service providers are subject to written confidentiality obligations no less restrictive than those set out herein.

14. Non-solicitation

14.1. During the term of the Governing Agreements, and for a period of twelve (12) months following their termination or expiry for any reason, neither Party shall, whether directly or indirectly and whether for its own benefit or for the benefit of any third party, solicit, entice away, employ, engage, or otherwise induce the departure of any employee, director, contractor, or consultant of the other Party who was materially involved in the negotiation, provision, receipt, or support of the Service, without the prior written consent of that other Party.

14.2. The restriction in clause 14.1 shall extend to any person referred to therein who was employed, engaged, or contracted by the other Party at any time during the twelve (12) months preceding the date of termination or expiry of the Governing Agreements.

14.3. Nothing in clause 14.1 shall prevent a Party from:

14.3.1. conducting a bona fide recruitment advertisement or campaign that is made available to the public generally and is not specifically directed at the personnel of the other Party; or

14.3.2. employing or engaging any person who responds to such a recruitment advertisement or campaign on their own initiative, or who approaches that Party independently and without any prior solicitation in breach of this clause.

14.4. The Parties acknowledge that the restrictions contained in this clause are reasonable as to subject matter, duration, and extent, and are no greater than is reasonably required to protect the legitimate business interests, goodwill, and confidential information of each Party. Each restriction constitutes a separate and severable undertaking, and should any restriction be found to be unenforceable but would be valid and enforceable if reduced in scope or duration, it shall apply with such modification as may be necessary to render it valid and enforceable.

15. Third-Party Solutions

15.1. The Client acknowledges and agrees that Cohesion X may, from time to time, use, license, integrate, or rely upon third-party software, platforms, services, libraries, or components ("Third-Party Solutions") in the provision of the Service or any part thereof. Such Third-Party Solutions may be used to support, enhance, or enable features of the Client Solution or the Service generally.

15.2. Cohesion X shall ensure that it has the necessary rights, licences, or authorisations to use any Third-Party Solutions incorporated into the Service and warrants that the use of such Third-Party Solutions in the delivery of the Service will not knowingly infringe the Intellectual Property rights of any third party.

15.3. The Client acknowledges that:

15.3.1. Third-Party Solutions are provided subject to their own licence terms, service levels, or usage policies, which may be made available to the Client upon request where material to the Service; and

15.3.2. Cohesion X does not warrant the performance, availability, or continued compatibility of any Third-Party Solution beyond what is warranted by the applicable third-party provider.

15.3.3. To the extent that a Third-Party Solution becomes unavailable, deprecated, or materially modified by its provider, Cohesion X shall use reasonable efforts to mitigate any adverse impact on the Client's use of the Service, which may include proposing substitute functionality or alternative solutions. Any material rework required as a result shall be subject to mutual agreement and may be deemed a Specific Instruction, incurring additional fees and/or charges.

15.3.4. Save as expressly provided in this clause, Cohesion X shall not be liable for any loss or damage arising from the acts or omissions of any third-party provider, or from the unavailability or failure of any Third-Party Solution, unless directly caused by Cohesion X's gross negligence or wilful misconduct.

16. Cession of Rights

16.1. The rights conferred in terms of the Governing Agreements may not be ceded, assigned, transferred or otherwise made over by any Party to any third party, whether in whole or in part, and whether for value or otherwise, without the prior written consent of all the other Parties, which consent shall not be unreasonably withheld or delayed.

16.2. Any purported cession, assignment, transfer or other disposal in breach of this provision *shall be null and void ab initio* and of no force or effect.

17. Domicilia citandi et executandi

17.1. The Parties choose as their *domiclium citandi et executandi* their respective business addresses as set out the first Service Order, for all purposes arising out of or in connection with the Governing Agreements, at which addresses all the processes and notices arising out of or in connection with the Governing Agreements, its breach or termination may validly be served upon or delivered to the parties.

17.2. Notwithstanding anything to the contrary contained the Governing Agreements, a written notice or communication shown to have been received by one of the Parties from the other shall be deemed to be sufficient service and delivery of that notice or communication, notwithstanding the addresses nominated in terms of clause 17.1 above.

17.3. The Parties may at any time with written notice to the other nominate a new address to serve as their *domicllium citandi et executandi* in terms of clause 17.1 above.

18. Breach

18.1. Should any Party commit a breach of any provision of the Governing Agremeents and fail to remedy such breach within 14 (fourteen) days after receiving written notice from the other Party requiring it to do so, then the Party aggrieved by such breach shall be entitled, without prejudice to its other rights in law, to cancel the Governing Agreements and the Service, or to claim specific performance of all the defaulting Party's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the aggrieved Party's right to claim damages.

18.2. A notice of breach of contract in terms of clause 18.1 must state in enough particularity the alleged grounds of breach as to allow the other Party to properly identify and remedy the breach within the required time period.

19. Force Majeure

19.1. Neither Party shall be liable for any delay or failure to perform its obligations under the Governing Agreements (other than payment obligations) if such delay or failure is caused by an event beyond its reasonable control, including but not limited to legally recognised “acts of God”, natural disasters, epidemic or pandemic, war, civil disturbance, labour disputes, acts of government, utility or communications outages, or the unavailability of transportation (“Force Majeure Event”).

19.2. The affected Party shall promptly notify the other in writing upon the occurrence of a Force Majeure Event and shall use all reasonable endeavours to mitigate its effects and resume performance as soon as reasonably possible.

19.3. For the avoidance of doubt, this clause does not excuse, suspend, or otherwise affect the Client’s obligation to pay fees due under the Governing Agreements.

20. Limited liability

20.1. To the fullest extent permitted by law, Cohesion X shall not be liable to the Client for any indirect, incidental, special, punitive, or consequential damages, or for any loss of profits, loss of business, loss of anticipated savings, loss of data, or reputational harm, arising out of or in connection with the Governing Agreements or the use of the Service, whether based in contract, delict, statute, or otherwise, even if Cohesion X was advised of the possibility of such damages.

20.2. Cohesion X’s total aggregate liability for any and all claims arising under or in connection with the Governing Agreements, whether in contract, delict, or otherwise, shall be limited to the total fees actually paid by the Client to Cohesion X under the Governing Agreements in the six (6) months immediately preceding the event giving rise to the claim.

21. General

21.1. The Client acknowledges that this Standard Agreement, as well as the standard portion of the Governing Agreement, specifically also the Standard Data Agreement, may be amended or updated by Cohesion X from time to time in its sole discretion, with such changes taking effect upon publication at www.cohesionx.co.za/legal or another designated website.

21.2. Continued use of the Services by the Client following any amendment of this Standard Agreement, as well as the standard portion of the Governing Agreement, shall be deemed to constitute acceptance of the amended terms.

21.3. No failure or delay by either Party in exercising any right, power, or privilege the Governing Agreements shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof.

21.4. If any provision of the Governing Agreements are held to be invalid, unlawful, or unenforceable for any reason, that provision shall be severable and the remainder of the Governing Agreements shall remain in full force and effect.

21.5. Cohesion X reserves the right to amend or update this Service Agreement and the Standard Data Agreement from time to time in its sole discretion, provided that any such amendments shall only take

effect upon written notice to the Client and shall not have retrospective effect. Any other amendments to the Governing Agreements shall only be valid if agreed to in writing and signed by authorised representatives of both Parties.

21.6. The Governing Agreements shall be governed by and construed in accordance with the laws of the Republic of South Africa.

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