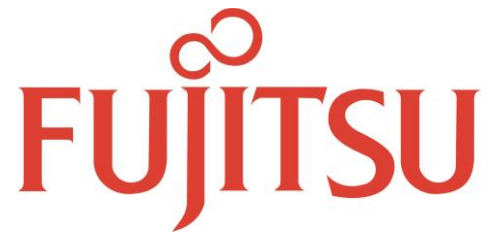


Terms and Conditions for the supply of Equipment, Programs and Services



TERMS AND CONDITIONS APPLICABLE TO THE SALE OF EQUIPMENT:

E1. SALE AND PURCHASE

- E1.1 Fujitsu hereby agrees to sell and the Customer hereby agrees to purchase the Equipment shown on the Equipment Sale and Service Order Form or the Quotation (hereinafter referred to as the "Equipment Order") in the quantities and at the prices and charges indicated on such Equipment Order and subject to these Terms and Conditions.
- E1.2 The word "Equipment" in these Terms and Conditions shall mean the goods referred to on the face of the Equipment Order as more fully described in Fujitsu's latest relevant "Product Description" relating to the Equipment (which shall be deemed to be incorporated herein as part of these Terms and Conditions), at the date of acceptance by Fujitsu of the Equipment Order. No other specification, descriptive material, written or oral representation or statement, or promotional or sales literature relating to the Equipment shall form part of or be incorporated by reference into these Terms and Conditions except where expressly agreed in writing. Any software or firmware element contained within Equipment shall be subject also to the Terms and Conditions applicable to Programs and Services recorded in S1-S7 and L1-L10 below, and in the case of conflict the Terms and Conditions recorded in S1-S7 and L1-L10 shall apply.

E2. CHARGES AND PAYMENTS

- E2.1 Adjustments
Prices and charges shall be paid as stated on the Equipment Order and shall be subject to adjustment by Fujitsu based on the ruling price at date of delivery.
- E2.2 Ad valorem duty and customs surcharge
Fujitsu shall be entitled to claim and recover from the Customer, the ad valorem duty and customs surcharges at the rates stipulated on the Equipment Order. If there should be any change in such rates prior to delivery, Fujitsu shall have the right (but not the obligation) to adjust the charges to conform to those rates current at time of delivery.
- E2.3 Variations to exchange rate
If so provided on the Equipment Order the prices stated will be subject to an adjustment factor in accordance with variations in the Sterling and/or US Dollar and/or other currencies to Rand exchange rate between the date of acceptance by Fujitsu of the Equipment Order and the date of delivery of the Equipment to the Customer.
These prices will be adjusted either upwards or downwards in accordance with the published Fujitsu factor ruling, reflecting such exchange rate variations, on the date of delivery of the Equipment to the Customer.

E3. DELIVERY AND INSTALLATION

- E3.1 Delivery and risk
Delivery shall be made to the Customer's delivery address as shown on the Equipment Order. The costs of any structural or other alterations or special hoisting gear or other equipment required to effect such delivery shall be borne by the Customer. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery.
- E3.2 Installation
Unless otherwise indicated on the Equipment Order, Fujitsu shall install each unit of Equipment at the Customer's premises at Fujitsu's then current installation rates. Such installation shall be effected during Fujitsu's normal business hours as advised by Fujitsu from time to time, unless otherwise agreed by the parties in writing. The Equipment shall be deemed to have been installed when it shall have passed the applicable Fujitsu installation tests. If Fujitsu is not required to install the Equipment, the Equipment shall be deemed to have been installed five days after the Equipment in question is delivered to the Customer.
- E3.3 Delivery/installation
Fujitsu shall endeavor to ensure that the Equipment shall be delivered/installed on or about any dates agreed by Fujitsu and the Customer as mutually convenient for delivery and/or installation of the Equipment but shall not in any circumstances have any liability for any delay in such said delivery or installation.
- E3.4 Site preparation

Fujitsu shall supply the information necessary to enable the customer to prepare its premises for installation of the Equipment. The Customer shall, at its expense, prior to Equipment installation, install all electrical and communications wiring, carry out any necessary structural work and obtain any consents necessary for the installation of the Equipment and its connection to telecommunications lines.

E4. EQUIPMENT WARRANTY

- E4.1 Unless otherwise indicated on the Equipment Order, Fujitsu warrants that the Equipment will conform to its Product Description applicable to the Equipment and that any defect in material or workmanship discovered in any unit of Equipment or any non-conformance to the Product Description will be rectified by repair, replacement or adjustment at Fujitsu's discretion in terms of current published Equipment Warranty Service Description relating to the Equipment, provided that the Equipment has not been modified or repaired or maintained other than by Fujitsu and has been operated in accordance with Fujitsu's recommendations. For the purposes of this paragraph E4.1 the expression "unit of Equipment" shall not include software or firmware elements (other than the physical components upon which the same resides) contained in Equipment. Such software and firmware shall have the benefit of and be subject to the terms and conditions applicable to Programs and Services recorded in S1-S7 and L1-L10 below.
- E4.2 Fujitsu's obligation under the above warranty shall be as recorded in E4.1 and shall be Fujitsu's sole liability and it shall have no other liability whatsoever as regards the quality, or fitness for purpose of the Equipment or for any loss or damage whether in contract, delict or otherwise and all other representations, conditions, warranties and terms whether express or implied by law are expressly excluded from these Terms and Conditions.
- E4.3 Except where indicated to the contrary on the Equipment Order, all warranty service shall be performed at Fujitsu's workshop premises to which the Customer shall at its own risk and expense return the Equipment properly packed with proof of purchase and with a description of the alleged defect. When the repair is affected Fujitsu will inform the Customer and the Customer will be responsible for collecting the repaired Equipment as soon as possible thereafter. Items and parts replaced in the course of repair shall become the property of Fujitsu.

NOTE The General Terms and Conditions recorded in G1-G11 below apply to the Sale of Equipment.

TERMS AND CONDITIONS APPLICABLE TO THE HIRE OF EQUIPMENT

H1. HIRE

- H1.1 Fujitsu hereby undertakes to supply on hire the Equipment shown on the Equipment Hire and Service Order Form or the Quotation (hereinafter referred to as the "Hire Order") at the hire charges indicated on the Hire Order and subject to these Terms and Conditions.
- H1.2 The word "Equipment" in these Terms and Conditions shall mean the goods referred to on the face of the Hire Order as more fully described in Fujitsu's latest relevant "Product Description" relating to the Equipment (which shall be deemed to be incorporated herein as part of these Terms and Conditions) at the date of acceptance by Fujitsu of the Hire Order. No other specification, descriptive material, written or oral representation or statement, or promotional or sales literature relating to the Equipment shall form part of or be incorporated by reference into these Terms and Conditions except where expressly agreed in writing.
Any software or firmware element contained within Equipment shall be subject also to the Terms and Conditions applicable to Programs and Services recorded in S1-S7 and L1-L10 below and in the case of conflict the Terms and Conditions recorded in S1-S7 and L1-L10 shall apply.

H2. SERVICE OF EQUIPMENT

It is a condition of hire that the Customer shall with effect from the date of installation (as defined below) of the Equipment and at Fujitsu's normal service charges engage the service provided by Fujitsu in order to maintain the Equipment in good working order to the satisfaction of Fujitsu. The aforesaid service charges and services shall be as recorded on the Hire Order and are subject to the Terms and Conditions applicable to Services as recorded in S1-S7 below.

H3. HIRE PERIOD

H3.1 The hire of each unit of Equipment will commence on the day of its installation (as defined below) and will continue for the Hire Period specified on the Hire Order

H3.2 On termination of the Hire Period Fujitsu will decommission and remove Equipment at the expense of the Customer.

H4. OWNERSHIP

Ownership of the Equipment and the responsibility for normal wear and tear of the Equipment shall at all time remain with Fujitsu.

H5. DUTIES OF CUSTOMER

H5.1 The Customer

- (i) will care for the Equipment, will house it in suitable premises and under suitable conditions and will follow such instructions on these matters and such instructions on operating the Equipment and carrying out operator's routine maintenance on the Equipment as Fujitsu gives from time to time;
- (ii) will use and carry out any diagnostics and test routines on the Equipment solely in the manner advised by Fujitsu and upon termination of the Service referred to in S1-S7 below will return forthwith to Fujitsu all copies of programs, manuals and other documentation comprising such routines;
- (iii) will at his own expense give Fujitsu full access to the Equipment to enable Fujitsu to provide the Service referred to in S1-S7 below, make available to Fujitsu engineers appropriate staff who are familiar with the Customer's programs and applications, and provide suitable working space and facilities and suitable safe storage for maintenance equipment and spare parts;
- (iv) will at his own expense have available the latest issues of such Fujitsu programs as are used by the Customer and will ensure that any non-Fujitsu supplied facilities shall be such that the standard Fujitsu programs may be used. For the purpose of providing the Service referred to in S1-S7 below Fujitsu will use standard Fujitsu programs;
- (v) will at his own expense provide such telecommunication facilities as are reasonably required by Fujitsu for testing purposes and will bear the charges for the use of those facilities by Fujitsu in order to detect faults in or to test Equipment;
- (vi) will accept full responsibility for the performance of the Equipment or System of which the Equipment is part and for the cost of any remedial action necessitated if the performance is adversely affected by:
 - (i) the use of media or supplies or consumables which either are not as specified by Fujitsu for use with the Equipment or have been treated with any substance other than is required by Fujitsu; or
 - (ii) any alterations or connections or attachments fitted or repairs or adjustments done except by Fujitsu or with Fujitsu's written consent; or
 - (iii) any input to or output from the System from or to Equipment or from programs not supplied by Fujitsu;
- (vii) will accept full responsibility for loss or damage to Equipment whilst in possession or under control of the Customer, to the extent that Fujitsu is not insured against such loss or damage or is unable to receive payment from the insurer pursuant to any claim made by Fujitsu against such insurance;
- (viii) will be responsible for any damage caused to any land or building by affixing of the Equipment thereto or the removal of the Equipment there from (whether such affixing or removal be effected by Fujitsu or not) and shall indemnify Fujitsu against any claim made in respect of such damage;
- (ix) shall use the Equipment only for the purpose for which it is intended and only in accordance with the relevant "Product Description" relating to the Equipment.

H5.2 The Customer shall not sell, assign, sub-hire, pledge, charge or part with possession of or otherwise deal with the Equipment or any interest therein nor create nor allow to be created any lien on the Equipment and in the event of any breach of this provision Fujitsu shall be entitled (but not obliged) to pay to any third party such sum as is necessary to procure the release of the Equipment from any charge or encumbrance or lien and shall be entitled to recover such sum from the Customer forthwith. The Customer shall, forthwith after delivery of the Equipment, advise the Landlord of the premises where the Equipment is to be kept, of Fujitsu's title to the Equipment, and shall on demand furnish Fujitsu with a copy of such advice.

H5.3 The Customer shall not interfere with any marks or plates indicating ownership of any item of equipment.

H6. CHARGES AND PAYMENTS

H6.1 Hire charges shall be paid in advance as stated on the Hire Order and in accordance with these Terms and Conditions. Fujitsu reserves the right to modify the charges so that such charges accord with Fujitsu's ruling prices on the date of delivery of the Equipment.

H6.2 Fujitsu may from time to time modify hire charges by not less than 30 days' written notice effective at the end of one year following the date of installation of the Equipment as defined below, or at any time thereafter by not less than 30 days' written notice, provided that no increased charge will exceed a charge in accordance with the appropriate Fujitsu standard scales of charges in force from time to time.

H6.3 Ad valorem duty and customs surcharge
Fujitsu shall be entitled to claim and recover from the Customer the ad valorem duty and customs surcharges at the rates stipulated on the relevant order. If there should be any change in such rates prior to delivery, Fujitsu shall have the right (but not the obligation) to adjust the charges to conform with those rates current at time of delivery.

H6.4 Variations to exchange rates
If so provided on the Hire Order the hire charges stated will be subject to an adjustment factor in accordance with variations in the Sterling and/or US Dollar and/or other currencies to the Rand exchange rate between the date of acceptance by Fujitsu of the Hire Order and the date of delivery of the Equipment to the Customer. These hire charges will be adjusted either upwards or downwards in accordance with the published Fujitsu factor ruling, reflecting such exchange rate variations, on the date of delivery of the Equipment to the Customer.

H7. DELIVERY AND INSTALLATION

H7.1 Delivery
Fujitsu will deliver each unit of Equipment to the Customer's delivery address as shown on the Hire Order
This will not include the cost of any structural or other alteration or special hoisting gear or other equipment required to effect such delivery, the costs of which shall be borne by the Customer. Risk of loss of and damage to the Equipment shall pass to the Customer upon delivery.

H7.2 Delivery/installation
Fujitsu shall endeavor to ensure that the Equipment shall be delivered/installed on or about the dates agreed by Fujitsu and the Customer as mutually convenient for delivery and/or installation of the Equipment but shall not in any circumstances have any liability for any delay in such said delivery or installation.

H7.3 Site preparation
Fujitsu shall supply the information necessary to enable the Customer to prepare its premises for installation of the Equipment. The Customer shall, at its expense, prior to Equipment installation, install all electrical and communications wiring, carry out any necessary structural work and obtain any consents necessary for the installation of the Equipment and its connection to telecommunications lines.

H7.4 Installation
Unless otherwise indicated on the Hire Order, Fujitsu shall install each unit of Equipment at the Customer's delivery address as shown on the Hire Order at Fujitsu's then current installation rates. Such installation shall be effected during Fujitsu's normal business hours as advised by Fujitsu from time to time, unless otherwise agreed by the parties in writing. The Equipment shall be deemed to have been installed when it shall have passed the applicable Fujitsu installation tests. If Fujitsu is not required to install the Equipment, the Equipment shall be deemed to have been installed five days after the unit in question is delivered to the Customer.

NOTE The General Terms and Conditions recorded in G1-G11 below apply to the Hire of Equipment.

TERMS AND CONDITIONS APPLICABLE TO SERVICES:

S1. SERVICES

S1.1 Fujitsu hereby agrees to provide and the Customer hereby agrees to accept the Services at the service charges recorded on the Equipment Sale and Service Order Form and/or Equipment Hire and Service Order Form and/or, the Project and Special Services Order Form, the Services Order Form and/or the Quotation, whichever of these forms may have been executed by Fujitsu and the Customer (hereinafter called the "Services Order").

S1.2 The word "Services" in these Terms and Conditions shall mean the services referred to and described on the face of the Services Order as more particularly described in Fujitsu's latest relevant "Product Description" (which shall be deemed to be incorporated herein as part of these Terms and Conditions) at the date of acceptance by Fujitsu of the Services Order. No other specification, descriptive material, written or oral representation or statement, or promotional or sales literature relating to the Services shall form part of or be incorporated by reference into

these Terms and Conditions except where expressly agreed in writing.

diagnostic materials to which the provisions of the General Terms and Conditions shall apply.

S2. NATURE OF SERVICES

S2.1 Except where expressly agreed in writing with Fujitsu, the Services shall not include repairs, replacements, adjustments, error corrections, or increased service time requirements occasioned by:

- improper installation (save where installation has been carried out by Fujitsu);
- failure to observe Fujitsu's specifications relating to Equipment use, and operating and environmental conditions;
- misuse, abuse, negligence, accident;
- modifications, alterations or attachments carried out other than by Fujitsu;
- use of equipment, programs or accessories supplied other than by Fujitsu and which are not in the reasonable opinion of Fujitsu suitable for use with the Equipment;
- work carried out on the Equipment by any person other than Fujitsu.

S2.2 Replacement parts shall be provided by Fujitsu without charge (unless otherwise agreed between Fujitsu and the Customer) and shall be either new or reconditioned or reassembled parts, which are equivalent to new parts in performance. All parts so replaced shall unless otherwise agreed between Fujitsu and the Customer become the property of Fujitsu.

S2.3 Where the Services comprise the replacement or repair of any part of the Equipment and where this is normally effected by removal of the Equipment or any part thereof from the Customer's premises and should the Customer refuse to allow such removal then Fujitsu will be entitled to recover additional costs incurred thereby and Fujitsu shall incur no liability for any resultant delay or failure in providing the Services.

S2.4 Where the Services, relating to any unit of Equipment as recorded on the Services Order is designated as "Return for Repair", all Services shall be performed at Fujitsu's premises, in which case the Customer shall, at its expense, deliver the Equipment to Fujitsu's workshop premises, properly packed and with a description of the need for service. When the repair is effected Fujitsu will inform the Customer and the Customer will be responsible for collecting the repaired Equipment as soon as possible thereafter. With respect to Return for Repair service the Customer assumes the risk of loss of and damage to the Equipment while in transit.

S3. SPECIALIST SERVICES

S3.1 Where the Services comprise implementation, professional, training services and other specialist services:

- (i) Fujitsu will assign personnel with appropriate skill and experience to perform the Services.
- (ii) The Customer will, at its own cost, make available to Fujitsu appropriate personnel and resources and prompt access to such information and facilities as Fujitsu may reasonably require.
- (iii) Fujitsu shall be entitled to make reasonable additional charges in the event of any extension of or modification to or delay in the provision of any Services other than as a result of any contractual default or negligence on the part of Fujitsu.
- (iv) unless otherwise agreed in writing Services shall be performed by Fujitsu during its normal business hours. Services provided outside normal business hours shall be subject to charges at the prevailing Fujitsu special or overtime rates.
- (v) Reasonable expenses incurred by Fujitsu personnel such as but not limited to travel, accommodation and meals shall be charged in addition to prices and charges stated on the Services Order.
- (vi) Fujitsu shall be deemed to have completed any relevant Services when it has complied with the completion criteria stipulated in the applicable Product Services Description or in cases where Services are provided on a personnel time and/or materials basis when such said personnel time and/or materials have been furnished.

S3.2 The Customer shall be deemed to have been granted a licence to use any program or material supplied to him by Fujitsu in performance of the relevant Services subject to receipt by Fujitsu in full of the applicable price or charge stipulated in the Services Order and in these Terms and Conditions. The said licence shall not entitle the Customer to grant any sub-licence nor to provide any aforesaid program or material for use or copying by any third party nor is any licence hereby granted or implied in relation to

S4. PERFORMANCE

Fujitsu shall employ reasonable care and skill in the performance of Services and take all reasonable and practical steps to avoid or ameliorate any default on its part in carrying out the same but it will not be liable for any claim whatsoever or howsoever arising whether in contract, delict or otherwise for any delay or act or omission on its part in relation to the Services save where such exclusion of liability shall be prohibited by law.

S5. COMMENCEMENT

The commencement date of Services in relation to Programs and Equipment shall be either the day of installation in the case of newly installed Equipment and Programs, or for previously installed Equipment and programs, the date indicated on the Services Order. Services shall continue from the commencement date for each unit of Equipment or Program until (in the case of Services agreed to be provided for an indeterminate period) either party terminates the Services by giving the other party not less than ninety (90) days' prior written notice of termination. In the case of Services agreed to be provided for a specified minimum period of time, termination as aforementioned shall (other than for reason of breach by either party) only be effected after the minimum period has elapsed and then by not less than 30 days' written notice.

S6. SERVICE CHARGES

S6.1 From time to time, Fujitsu may increase charges for Services which are payable on a periodic basis provided that Fujitsu gives the Customers at least thirty (30) days' prior notice of each such increase. In the event of any such increase, the Customer may by written notice to Fujitsu terminate Services provided that Fujitsu receives such written notice prior to the effective date of such increase.

S6.2 Charges for parts, components and materials, and for magnetic media, stationery, and other supplies, where not expressly included in the Services charge, are separately payable by the Customer.

S6.3 Except when expressly included in the Services charge, the Customer will be responsible for any travel time and expense (including accommodation) at Fujitsu's current standard rates, where the service is to be performed at a location more than 40 kilometers from Fujitsu's nearest Service Center.

S7. ACCESS: FACILITIES

To facilitate provision of Services, the Customer shall:

- (i) provide Fujitsu with full and free access to all relevant information, Equipment and Programs;
- (ii) make available to Fujitsu's personnel appropriate staff who are familiar with the Customer's operations, programs and/or applications;
- (iii) provide suitable working space and facilities and suitable safe storage for service equipment, spare parts and manuals;
- (iv) keep at its premises for use by Fujitsu the latest issues of such Fujitsu programs as are used by the Customer;
- (v) consent to and/or arrange for the temporary disconnection and/or isolation of any non-Fujitsu supplied and/or maintained equipment if in Fujitsu's reasonable opinion such action will better assist Fujitsu in the diagnosis and identification of faults;
- (vi) at Fujitsu's request, keep a record of use of the Equipment and Programs in the manner prescribed by Fujitsu and make available such records as and when Fujitsu may reasonably require;
- (vii) at its own expense provide such telecommunications and other facilities as are reasonably required by Fujitsu for diagnostic and testing purposes and bear the costs of the use of these facilities by Fujitsu.

NOTE The General Terms and Conditions recorded in G1-G14 below apply to Services.

L1. LICENCE GRANT

L1.1 In consideration of payment by the Customer of the applicable licence charges (if any) specified on the Program Licence Order form or the Quotation (hereinafter referred to as the "PL Order") and compliance with the Terms and Conditions hereto, Fujitsu hereby grants to the Customer a non-exclusive, nontransferable licence to use the Programs specified on the PL Order for the purposes and subject to any limitations referred to on the PL Order and in the applicable Product Description relating to the Programs (which shall be deemed to be incorporated herein as part of these Terms and Conditions). The only processor upon which the Programs may be run is the processor unit or units identified on the PL Order (hereinafter "the Authorised Equipment"). Any other use is prohibited except by prior written agreement with Fujitsu.

L1.2 The word "Program" in these Terms and Conditions shall mean the programs in object code form referred to on the PL Order as more fully described in Fujitsu's latest relevant Product Description relating to the Program at the date of acceptance by Fujitsu of the PL Order. No other specification, descriptive material, written or oral representation or statement, or pro-

motional or sales literature relating to the Program shall form part of or be incorporated by reference into these Terms and Conditions except where expressly agreed in writing. Each Program will be subject to a Primary Licence, Extension Licence, Run Time Licence or Secondary Licence as stated on the PL Order and each such Licence shall except where the context requires otherwise have the following meaning:

- Primary Licence means the first licence granted to the Customer in relation to the Program in question.
- Secondary Licence means a licence granted to the Customer supplementary to a Primary Licence for a Program Product authorising the Customer to use that Program on equipment additional to that covered by the Primary Licence.
- Extension Licence means a licence granted to the Customer authorising a Program to be used on additional nodes to those covered by the Primary Licence.
- Run Time Licence means a licence granted to the Customer authorising the use of Fujitsu copyrighted code within object application Programs which have been incorporated therein by compiler or Program development products licensed by Fujitsu.

L2. DELIVERY OF PROGRAMS

- L2.1 Fujitsu shall deliver to the Customer one copy of each Program subject to a Primary Licence on media supplied by Fujitsu at the Customer's expense.
- L2.2 Programs subject to a Secondary Licence or Extension Licence shall be used or copied for use by the Customer himself as necessary but only with the Authorised Equipment. All costs associated with the installation of Programs shall be borne by the Customer. The Customer may also make copies needed for operational security. Except as provided above in this paragraph no other copies of the Programs may be made by the Customer. The Customer shall reproduce all Fujitsu copyright and other proprietary notices on all copies of the Programs.

L3. LICENCE CHARGES

- L3.1 Licence charges are payable in accordance with the terms on the PL Order Form. Periodic licence charges are payable in advance from the date of licence commencement, referred to in L10.1 below.
- L3.2 Fujitsu may increase periodic licence charges from time to time by not less than thirty (30) days prior to written notice to the Customer.

L4. DOCUMENTATION

Fujitsu shall deliver to the Customer's Primary Licence location(s) as described on the PL Order one copy of the standard Fujitsu documentation to assist the Customer in the use of the Programs. The Customer may not copy documentation without Fujitsu's prior written consent. Fujitsu shall endeavor to ensure prompt delivery of Programs and any associated documentation on any dates agreed between Fujitsu and the Customer but shall not in any circumstances have any liability for any delay in such delivery.

L5. PROGRAM WARRANTY

- L5.1 Fujitsu warrants that, if within ninety (90) days after delivery of a Program subject to a Primary Licence it is reported to Fujitsu that the Program contains an intrinsic error or does not when properly used on the applicable Authorised Equipment materially conform to Fujitsu's appropriate Product Description published at the date of acceptance by Fujitsu of the PL Order then Fujitsu will unless stipulated otherwise by Fujitsu on the PL Order use every reasonable effort to remedy any errors by way of error correction or avoidance action. Due to the nature of Programs, no guarantee is given of uninterrupted or error free running or that all errors will be rectified by error correction or avoidance action and Fujitsu shall not be liable for any claim whatsoever or howsoever arising whether in contract, delict or otherwise for any failure on its part to effect a successful error correction or avoidance action.
- L5.2 Fujitsu's obligation under the above warranty shall be as recorded in L5.1 and shall be Fujitsu's sole liability and Fujitsu shall have no other liability whatsoever as regards the quality, or fitness for purpose of any Program or for any loss or damage whether in contract, delict or otherwise and all other representations, conditions, warranties and terms whether express or implied, statutory or otherwise are hereby excluded save where not capable of exclusion at law.
- L5.3 Fujitsu's warranty service is provided in terms of Fujitsu's Program Warranty Service Description published by Fujitsu as at the date of acceptance by Fujitsu of the PL Order.

L6. PROGRAM SUPPORT

After the period of 90 days referred to in L5.1 has expired Fujitsu shall continue to provide the error correction and avoidance service as specified in paragraph L5 at Fujitsu's current rates. Fujitsu reserves the right to withdraw the availability of such service upon six (6) months'

written notice to take effect at any time but will not do so (save for breach of contract by the Customer) for so long as Fujitsu is offering the service for the Program to other Customers generally.

L7. MODIFYING, MERGING AND OTHER USES

- L7.1 Save as provided in L8 below, the Customer may modify the Programs (other than in the microcode or operating systems) and may merge the Programs with other data and/or programs. This Fujitsu Program Licence applies to all parts of any Programs, which continue to subsist within the results of any aforesaid modification or merger. The Customer undertakes to inform Fujitsu promptly of any aforesaid modification and to furnish Fujitsu at its request with any information or data reasonably required by Fujitsu to enable it to understand, reproduce and use the results of such modification and Fujitsu shall be deemed to have been granted a free, irrevocable, sub-licensable, worldwide licence to exploit such said results, with effect from the date of the Customer having made such modification.
- L7.2 If Programs not supplied by Fujitsu are used with the Programs and such non-Fujitsu supplied Programs increase Fujitsu's support obligations with respect to the Programs, or if any Programs are modified or merged by or on behalf of the Customer other than by Fujitsu, then Fujitsu shall have no further obligations, including support obligations, regarding the Programs as merged or modified and Fujitsu may charge the Customer for any services Fujitsu may provide at the request of the Customer at Fujitsu's normal rates.

L8. THIRD PARTY PROGRAMS

The Customer acknowledges being aware that certain Programs supplied by Fujitsu may be licensed to Fujitsu by third parties. Any such Programs may be subject either to licensing terms and conditions, which accompany such Programs, or to the terms and conditions of any third party end user licence either of which shall in the event of conflict prevail over these Fujitsu Terms and Conditions. The Customer accepts that such terms and conditions shall govern the Customer's use of any such Programs.

L9. CONFIDENTIALITY

The Customer shall ensure that the Programs are used only as licensed and will not disclose or make available the Programs or any part thereof to any third party, in any form, except to facilitate use with the Authorised Equipment and then on a confidential basis. If any unauthorised use is made of the Programs and such use is attributable to any act or default of the Customer then, without prejudice to Fujitsu's other rights and remedies, the Customer will immediately be liable to pay Fujitsu an amount equal to the charges which such unauthorised user would have been obliged to pay had Fujitsu granted a licence to the unauthorised user at the beginning of the period of unauthorised use, for the period during which such unauthorised use persists.

L10. COMMENCEMENT/TERMINATION

- L10.1 The commencement of each Licence granted shall be as follows:
 - (i) in the case of a Primary Licence, on delivery of the Program to the Customer (save where the relevant Program shall be only for use on Equipment not yet installed, when commencement shall be the date of installation of the relevant Authorised Equipment).
 - (ii) in the case of Secondary and Extension Licences, on delivery to the Customer at his premises of the relevant Primary Program or installation of the relevant Authorised Equipment or the date of acceptance by Fujitsu of an order for the relevant Secondary or Extension Licence, whichever occurs last.
- L10.2 The Customer may terminate a Program Licence in respect of any copy of any applicable Program by giving not less than ninety (90) days' prior written notice to Fujitsu to expire at the end of any current period for which a charge has been paid.
- L10.3 Fujitsu may not terminate the Licence for any Program except in the event of breach by Customer of the Terms and Conditions applicable thereto. Termination of any Licence for breach by the Customer shall be without prejudice to any right of Fujitsu to damages or other rights or remedies.
- L10.4 Within five (5) days of termination the Customer will in appropriate circumstances where Fujitsu so directs return or destroy the Programs and all copies, forms and parts thereof (including modified or merged Programs) and will certify to Fujitsu in writing that such action has been taken. Termination will not discharge the Customer from any obligation hereunder or from payment of sums then already due.
- L10.5 The Customer shall permit Fujitsu at all reasonable times to audit the use of Programs.

NOTE: The General Terms and Conditions recorded in G1-G11 below apply to the Licensing and Support of Programs.

GENERAL TERMS AND CONDITIONS FOR IT INTEGRATION SERVICES, AND IMAC/D SERVICES:

11. GENERAL

- 11.1 These terms and conditions shall apply for offers and service delivery of Fujitsu in the field of Integration and IMAC/D services as well as other IT works and services subject to Customer acceptance. Fujitsu shall only be bound to any other supplementary business terms and conditions of the customer to the extent that such terms are in compliance with the terms set forth below or if Fujitsu has explicitly agreed to such terms in writing.
- 11.2 Unless agreed otherwise, orders and confirmations of order must be made in writing.
- 11.3 Delivery dates and deadlines are binding only if and insofar as expressly confirmed in writing by Fujitsu

12. SERVICES

The scope of services shall be as set out in the Fujitsu quotation, offer, service schedule and/or service product data sheet of Fujitsu. Unless agreed otherwise, Fujitsu shall provide the services during its local regular business hours (08h00 to 17h00, Mondays to Fridays excluding public holidays).

13 COOPERATION ON THE PART OF THE CUSTOMER

- 13.1 The customer shall remain responsible for the overall project and the overall result.
- 13.2 The customer shall appoint a responsible, knowledgeable contact person, unless this should not be required considering the scope and the extent of the specific service performance.
- 13.3 The customer shall assist Fujitsu with the performance of its services and in the context of its obligations to cooperate, provide in good time all the documents, information and data required to perform the services, as well as obtain any necessary licenses and issue any approvals.
- 13.4 The customer shall at its own expense and on its own responsibility provide and install any hardware and software prerequisites as well as any network connections, which are needed to provide the works and services agreed under these terms and conditions and to maintain the customer's operations during service delivery.
- 13.5 The customer is to ensure the diligent and comprehensive back up of all relevant data so that in case of any damage or loss of such data, its recovery is possible at any time and without greater effort. In addition, the customer shall take all technical and/or organizational measures in order to enable works and service delivery by Fujitsu or a subcontractor of Fujitsu as agreed.
- 13.6 If the customer does not meet its obligations to cooperate in good time or sufficiently, Fujitsu shall then be entitled to substitute the necessary services at the customer's expense.

14 PLACE OF FULFILLMENT, PERSONNEL, REMOTE SERVICE PERFORMANCE

- 14.1 In as far as is necessary to fulfill the agreement, Fujitsu shall also provide the agreed services at the customer's premises. The customer shall provide Fujitsu with unhindered access to the premises. Even where on premises works and services are performed the employees of Fujitsu shall under no circumstances enter a working relationship with the customer. The customer shall direct requests concerning the works and services to be provided exclusively to the contact person nominated by Fujitsu and shall refrain from giving any direct instructions to Fujitsu employees and/or subcontractors.
- 14.2 Customer acknowledges and agrees that Fujitsu is free to deploy, direct and control its staff at its own reasonable discretion. This particularly applies to the selection of the specific employees, orders regarding working hours and overtime, the setting of holidays, attendance supervision and monitoring of work processes.
- 14.3 If on the basis of this agreement a working hierarchical relationship should arise between Fujitsu and Customer personnel due to mandatory legal requirements, the Customer shall bear all additional costs that Fujitsu incurs, unless employment of the personnel has been expressly agreed.
- 14.4 Remote Service Performance

14.4.1 If and insofar as the services as reflected in the respective service data sheet, Service Description or Statement of Work are provided wholly or partially via remote maintenance/remote access (remote services), the Customer shall - in addition to the required telecommunication and Internet connections (including the provision of functioning browser software) - be obliged to accept and

implement the installation of a standard software utility program for remote access (remote access tool) to be provided by Fujitsu as well as to ensure its functioning for the duration of the service agreement. Depending on the remote access tool used, it is also possible for merely a temporary download of software elements to be necessary. The property rights to the respective remote access tool shall remain with the respective owner at all times.

14.4.2 During the installation or downloading of the respective remote access tool the Customer will be requested to accept the software license agreement of the respective software manufacturer and the corresponding data privacy regulations that are attached to the installation routine or download procedure. Upon request, Fujitsu shall at any time also provide the Customer with the appropriate regulations in advance. The use of the respective remote access tool shall also be subject to the terms and conditions of this service agreement as well as the conditions of any additional manufacturer warranty that may be applicable. If and to the extent that the Customer does not accept the appropriate regulations of the software licensor, installation/download of the remote access tool as well as the associated remote service delivery by Fujitsu will be deemed impossible for technical reasons beyond Fujitsu's control. Any resulting service restrictions, in particular breaches of the agreed service levels due to the Customer's refusal to allow remote access, shall not be the responsibility of Fujitsu and shall be borne by the Customer.

14.4.3 Fujitsu support engineers shall obtain remote access to the Customer systems for the purpose of problem elimination with the aid of the respective remote access tool. The use of this remote access tool for problem elimination by support engineers shall include the analysis of the Customer's system configuration, the displaying and processing of the Customer's files and registry, the displaying of the Customer's screen as well as the displaying of comments on the Customer's screen and the assumption of control over the Customer system. If and to the extent that the Customer has not actively granted permanent approval for remote access by Fujitsu as part of the configuration of the remote access tool, new active approval of remote access shall be required from the Customer for every remote access session. The Customer can end the session at any time by means of the input function available according to the operating guide of the respective remote access tool.

14.4.4 Fujitsu will in the course of the remote access collect, administer, process and use the diagnosis data, as well as any technical or use-related information associated with the service assignment. This particularly includes device information about the computer being accessed, the system software and software programs used as well as the connected peripheral devices. Fujitsu shall be entitled to collect, save, process and use this information for the provision of software updates, product support, product information and other services (if available) as well as anonymously for the further development, simplification or improvement of products and/or services. In connection with the remote access tool it is not planned to otherwise access personal data or collect such data. Any inadvertently collected or displayed personal data shall be handled in compliance with the statutory regulations regarding data privacy and Fujitsu's data privacy guideline. Transmission of data between the Customer system and Fujitsu shall be in encrypted form.

14.4.5 Remote access sessions may for quality assurance purposes be monitored or recorded by Fujitsu.

14.4.6 The Customer agrees to the installation or download of the remote access tools so that Fujitsu may export, use and save any personal data affected by the use of the remote service and other information, with which you can be identified outside the EEA, for the provision of the Fujitsu remote services and any other connected Fujitsu products and services.

14.4.7 Activation of third-party providers / Fujitsu service partners for remote tool use:

Upon Customer approval or by way of a supplementary agreement with the Customer the remote service tool may also be activated for the delivery of remote services by designated third-party providers. However, in these cases Fujitsu shall only provide the remote service infrastructure. Unless otherwise agreed both explicitly and in writing, the Customer alone shall therefore bear the risk of illicit or incorrect use of the remote access right by such a third-party provider that is associated with activation. Liability of Fujitsu for service activities and/or another action or inaction on the part of the activated third-party provider shall be excluded, unless the action or inaction of the corresponding third-party provider is based on an explicit and written order from Fujitsu (subcontractorship).

14.4.8 If and insofar as in accordance with the stipulations of the respective Service Datasheet, quotation, Service Description or Statement of Work, an ongoing remote access is required for the purpose of providing the agreed services, Customer grants to Fujitsu and the subcontractor(s) deployed by Fujitsu an upfront approval for ongoing remote access to all IT systems subject to service delivery under the Agreement. Unless agreed otherwise,

Customer approval of such remote access shall end with the termination or expiry of the underlying service contract and the corresponding delivery obligations of Fujitsu there under.

- Motor vehicles; with rental cars the costs actually incurred, and with an own motor vehicle a charge rate per kilometer driven as set out in the then current price list.

- Rail travel - second class tickets;

- Air travel - Economy class flights;

- Accommodation, the costs actually incurred (reservation in accordance with Fujitsu travel policy).

15 CHANGE IN THE WORKS OR SERVICES (CHANGE REQUEST PROCESS)

15.1 Fujitsu is only obliged to deliver the Services in accordance with quotation.

15.2 The Customer shall communicate any and all requirements for amendments and/or additions in writing and on a Change Request Form to be sent to the agreed Fujitsu contact person. Fujitsu shall provide a quotation for the implementation of such Change Request to Customer, unless it is unreasonable to do so for Fujitsu. The implementation of a Change Request shall be deemed unreasonable in particular, if the business operation of Fujitsu should generally not be set up to provide the amended or additional services as requested.

15.3 Fujitsu is not obliged to fulfill the Customer's change and addition requests, unless a change/addition contract is concluded in writing, or the quotation is accepted by the Customer in writing.

15.4 Fujitsu may interrupt the works and Services affected by the change/addition requests until a decision is taken as to their implementation. The time limits for completion shall be extended by the number of workdays on which the interruption continues to exist. Where lump sum payments for the works and services were agreed Fujitsu can demand an increase to the agreed lump-sum remuneration for the duration of the interruption, unless otherwise agreed.

17.3 Fujitsu reserves the right to invoice additional charges for works and services that are upon Customer request or out of necessity provided outside normal Fujitsu business hours in accordance with the price list valid at the time of the specific performance.

17.4 All prices are stated exclusive of statutory value added tax.

17.5 All payments are due within 30 (thirty) days of date of invoice without any deduction. The Customer is in default if payment is not made accordingly.

17.6 The rights and remedies of Fujitsu in case of any default in payment, especially with regard to interest for default and damages, shall be determined in accordance with the corresponding statutory regulations.

16 ACCEPTANCE/ACTIVITY REPORT

16.1 If and insofar as a formal acceptance for specific works and services or a partial formal acceptance for individual services is required or has been agreed, the Customer is obliged to accept the respective works or service no later than 3 (three) days after Fujitsu has given notification of completion and handed over the work result to the Customer. The services are deemed as accepted if:

- the Customer confirms compliance with contractual agreements or the agreed acceptance criteria, or

- the Customer does not notify Fujitsu of any material or major deficiencies in writing during the acceptance period, or

- the Customer puts the work results to use at the end of the acceptance period without reservation.

16.2 Any deficiencies/errors found during acceptance must be notified to Fujitsu within 3 (three) days. Fujitsu shall eliminate these deficiencies/errors free of charge within a reasonable period. If the deficiencies/errors in question are significant, Fujitsu shall - after the elimination of these deficiencies - provide the relevant work in order to continue the acceptance process.

16.3 Fujitsu offers no warranty for any changes made to the work after acceptance.

16.4 If and insofar as a formal acceptance has not been agreed, the satisfactory contractual conclusion of the service shall be confirmed by the Customer signing a proof of performance report without undue delay following Fujitsu's performance of the agreed service or service elements. Despite the absence of the Customer's signature the activity report shall be deemed approved if the Customer does not make any substantiated objections in writing within 3 (three) days after receipt of the report.

17 REMUNERATION

17.1 Subject to Clause G1 below, Fujitsu shall calculate its services on the basis of working, travel and waiting times according to its list prices valid at the time of the performance or as otherwise agreed. If hourly or daily rates are used for the calculation, each hour of work or each day of work started shall be calculated proportionately. In case of billing based on hourly rates any started hour will be billed at half the hourly rate if the accrued service time is <30min and at the full hourly rate if the accrued time is > 30min. In case of billing based on daily rates any started day will be billed at half the daily rate if the accrued service time is <4h and at the full daily rate if the accrued service time is > 4h. The services provided shall be invoiced against Fujitsu proof of performance records.

17.2 In case of a time and material billing by Fujitsu as set out under section 17.1, the Customer shall additionally reimburse any incidental costs of Fujitsu in the amount actually incurred, e.g. for necessary travel and external accommodation. The incidental costs shall be shown separately in the invoice. The following rates shall be refunded for:

18 RIGHTS TO USE WORK RESULTS

18.1 All the work results created within the framework of this agreement which are capable of being protected, are protected by copyright and/or other intellectual property rights as the case may be. The work results may only be used by the Customer upon payment of the agreed remuneration, only in the context of and solely for the purposes of this agreement, and must not be made accessible to any third parties outside the purpose of the agreement. Unless expressly agreed otherwise the Customer may only reproduce and pass on work results and/or corresponding documentation subject to the prior written approval of Fujitsu.

18.2 Fujitsu remains entitled to free-of-charge shared use and any other use of its ideas, concepts, experiences, tools, program development components, technologies, surveys and other work results that were used or developed during the provision of the works and services.

18.3 Records, documentation and similar documents that were left with the Customer during this agreement shall remain, unless agreed otherwise, the property of Fujitsu and its subcontractors and should, if requested, be returned within a reasonable time from the cessation of the agreement. Where required for the contractual use of the work results by Customer, Customer may retain copies of such records, documentation or similar documents for internal use.

19 DEFECTS IN SERVICES AND SERVICE RESULTS / DEFICIENCIES IN TITLE /THIRD PARTY IPR RIGHTS

19.1 The Customer shall - without undue delay after becoming aware of any deficiency to the works and services - notify Fujitsu in writing of such deficiencies, including a specific description of the deficiency and providing any available information as required by Fujitsu to eliminate the fault.

19.2 Insofar as Works and Services include development/configuration of Software such works and services shall only be considered deemed as non-conforming to specifications, if such errors and deficiencies are to be qualified as substantial and reproducible deviations from the agreed program specifications, and if such deviation/error is also occurring in the latest correction release as supplied to the Customer.

19.3 Fujitsu shall correct deficiencies in works and services by rectification or re-performance of the works and services in accordance with the agreed specifications, the choice of the remedy being within the reasonable discretion of Fujitsu. Should rectification ultimately fail, the Customer shall be entitled to either reduce the remuneration or withdraw from the contract.

110 DEFAULT

110.1 Unless otherwise expressly agreed, service level information or service timeframes for the performance of services as indicated in quotation, the service schedules and/or the service data sheets are deemed to be average values (general situation) which Fujitsu regularly endeavors to adhere to as a target. However, the Customer has no claim to precise adherence in relation to any individual service performance.

110.2 Agreed deadlines and completion dates shall be extended accordingly if Fujitsu is prevented from providing works or services properly as a result of circumstances for which Fujitsu is not responsible. This shall particularly apply if the Customer does not meet its obligations to cooperate in good time.

113 EFFECTIVE DATE / TERMINATION,

The Commencement and Termination shall be defined by the quotation. In the event that termination is not defined by the quotation, the termination date shall be regarded as the date the quoted services are delivered and/or completed by Fujitsu.

a suitable form or otherwise ensuring immediate and low-priced data recovery. The obligation to reimburse damages if any damage is caused to data media material shall not include the reimbursement of any expenditure(s) for the retrieval of any lost data or information. Fujitsu shall not be responsible for any data backups or data corruption.

GENERAL TERMS AND CONDITIONS APPLICABLE TO SALE OF EQUIPMENT, HIRE OF EQUIPMENT, SERVICES AND PROGRAMS:

G1. PAYMENT TERMS

G1.1 Payment

- (i) Payments shall be made in accordance with the payment terms set forth on the applicable Order Form executed by the Customer and Fujitsu and as indicated herein. Fujitsu reserves the right to revoke any credit extended to the Customer at any time.
- (ii) Any customs duties or import surcharges, taxes, rates or governmental levies (other than those assessed on profits or gains of Fujitsu) which are payable in connection with the supply of Equipment, Programs or Services will be payable by the Customer, in addition to the sales price or other charges stipulated.
- (iii) If the Customer fails to make any payment within 30 days after due date Fujitsu may refuse to perform any further obligations and suspend warranty and any services and support obligations and may charge the Customer interest on the overdue amounts, thereafter at the prime rate as quoted by Ned bank Limited plus two percent (2%) plus any additional costs incurred by Fujitsu.
- (iv) Should the Customer delay delivery, installation or completion of any service or item then any sums payable by reference to the date of delivery, installation or completion shall be deemed to be due and payable 30 days after the date which Fujitsu notifies to Customer as the date at which it is ready to effect such delivery, installation or completion. The Customer shall pay all Fujitsu's reasonable costs and charges resulting from such delay.

G2. RETENTION OF TITLE

Title to any goods sold by Fujitsu to Customer shall be retained by Fujitsu until it is in receipt of payment in full of the contract price payable.

G3. SPECIFICATIONS

G3.1 Substitutions and modifications

Fujitsu may substitute or modify any Equipment, Program or Services agreed to be supplied to the Customer provided that any substituted or modified item shall be substantially equivalent in performance and capabilities to the Equipment, Program or Services originally ordered.

G3.2 Data transmission

The Customer accepts and acknowledges that the ability of any unit of Equipment to meet its data transmission speed specifications (if any) is subject to limitations imposed on the use of telecommunications lines by the agency furnishing such lines and to the availability of telecommunication equipment and lines.

G4. CARE AND USE

The Customer shall use the Equipment and Programs in the manner contemplated by Fujitsu's Product Description relating thereto. The Customer shall supervise, manage and control the proper use of the Equipment and Programs (including routine Customer maintenance, if any) in the manner that Fujitsu may reasonably specify from time to time. The Customer shall also ensure that adequate backup plans, restart procedures, checks for accuracy and security of data together with other necessary procedures and controls are provided by the Customer to meet his requirements.

G5. LIMITATION OF LIABILITY

G5.1 Save and to the extent that exclusion of or limitation of liability shall be prohibited by law Fujitsu's liability for any and all claims, whether in contract, delict or otherwise, or whether related to any one event or series of connected events shall not exceed the lesser of the price paid for the item of Equipment, Program or Service in respect of which liability arises, 30% of the total annual contract value or R250000. For determining the allocation to a specific contract year the decisive element is the point in time at which the activity that triggered the damage was carried out or omission took place contrary to an obligation to act. Any sums not claimed in a year in respect of this maximum liability amount cannot be carried forward to the following year. A change in the burden of proof to the detriment of the Customer is not associated with the above regulations.

G5.2 Fujitsu assumes no responsibility for damage that occurs in conjunction with the Customer not creating a daily data backup in

G5.3 Fujitsu shall have no responsibility or liability for equipment, programs or services supplied by persons other than Fujitsu or for modifications to any Equipment or Programs, which are made by persons other than Fujitsu. In no event shall Fujitsu be liable for any incidental or consequential damages, loss of use, loss of data, loss of business, and loss of profits resulting from any cause whatsoever.

G5.4 In all other respects, i.e. unless these terms do not expressly provide for any further liability, any liability of Fujitsu, its bodies, representatives and agents, in particular employees for damages and reimbursement of costs for any legal reason whatsoever, is excluded. Fujitsu accepts no liability in particular for direct/indirect damage or consequential damage, including any loss of profits on the part of the Customer or other beneficiaries.

G6. INTELLECTUAL PROPERTY RIGHTS

G6.1 Fujitsu's intellectual property rights

Fujitsu retains all intellectual property rights to itself and on behalf of its licensors in and to all Equipment, Programs (including customisation and modifications made by Fujitsu) and Services provided by Fujitsu to the Customer.

G6.2 License to use

Subject as mentioned elsewhere in these Terms and Conditions the Customer is hereby granted a non-exclusive, non-transferable licence under Fujitsu's copyright, patents and other intellectual property rights to use the Equipment, Programs and Services in the form and for the purpose for which they are supplied.

G6.3 If any unauthorised modification is made either to any Equipment (including but not limited to obtaining access without the express authority of Fujitsu to any installed latent capacity) or to any Program then the Customer shall be deemed to be in breach of these Terms and Conditions and Fujitsu shall be entitled to terminate forthwith any licence applicable to any Program to be used on such Equipment or to any Program so modified, and in the meantime the Customer's continued use of any such Program shall be regarded as unauthorised.

Any authorised modification by or on behalf of the Customer resulting in an enhanced level of capacity of any Equipment shall be subject to the payment by the Customer in respect of all Programs in his possession of the rates of charges charged by Fujitsu at that time for the use of Programs on Equipment at the said enhanced level of capacity.

G6.4 Confidential information

The parties agree not to use or disclose to any third party, except for the purpose of observance of these Terms and Conditions, any confidential information of the other party. It is understood and agreed that all Fujitsu Programs (including but not limited to the Programs as defined in L1.2), shall be deemed to be Fujitsu's confidential information.

G6.5 Instructions

The Customer shall follow all reasonable instructions that Fujitsu gives from time to time with regard to the use of trademarks, copyrights and other notice of ownership rights of Fujitsu and/ or its licensors. In particular but without being limited to the foregoing the Customer shall provide Fujitsu promptly upon request with information relating to the location and identification of all processors upon which specified programs are installed in order to assist Fujitsu in the computation of third party royalties.

G6.6 Diagnostic materials

From time to time Fujitsu may provide diagnostic materials, which may include and/or be included in diagnostic and test routines, programs, manuals, documentation and data. These diagnostic materials are not the subject of any licence granted to the Customer for its own use but shall be held at the Customer's site on behalf of Fujitsu as an aid to the carrying out of services by Fujitsu. The Customer shall use the diagnostic materials solely in the manner and for the purposes specified by Fujitsu and will follow Fujitsu's advice concerning their use. The Customer shall keep the diagnostic materials, including the results obtained by their use, confidential and will not disclose the same to any third party. The Customer shall permit Fujitsu at all reasonable times to audit the use of diagnostic materials and to remove the diagnostic materials whenever Fujitsu so requires. Fujitsu shall be entitled to remove any diagnostic materials from Customer's premises forthwith upon termination of any Fujitsu service in connection with which the relevant diagnostic materials are used.

G7. INDEMNIFICATION

- G7.1 Fujitsu will, at its sole expense, defend any action brought against the Customer based on a claim that any Equipment, Program or Service acquired from Fujitsu or any part thereof infringes a patent or registered design or copyright of a third party and will pay all costs and damages finally awarded against the Customer in any such action which are attributable to such claim provided that:
- (i) the Customer promptly notifies Fujitsu of any such claim or allegation of infringement; and
 - (ii) Fujitsu shall have sole control of the defense and settlement of any such claim; and
 - (iii) the Customer will provide Fujitsu with such assistance in such defense as Fujitsu may reasonably require; and
 - (iv) the Customer shall not incur any cost or expense for Fujitsu's account without Fujitsu's prior written consent.

G7.2 Save as provided above Fujitsu shall have no liability whatsoever to the Customer in respect of patent, copyright, registered design or other intellectual property rights and in particular, but without limiting the generality of the foregoing, Fujitsu shall have no liability to Customer hereunder for infringement which is based on the use of any unit of Equipment, Program or Service other than as specified or licensed by Fujitsu, in combination with Equipment, Programs or Services not supplied by Fujitsu.

G7.3 Modification by Fujitsu
If any allegation of infringement of copyright or other intellectual property right with respect to any unit of Equipment, Program or Service is made, or, in Fujitsu's opinion is likely to be made, Fujitsu may at its sole option and expense, procure for the Customer the right to continue using the same, modify or replace the infringing item so as to avoid the infringement, or accept the return of such item and grant the Customer a credit for its depreciated value. The depreciated value of any item so returned shall be its original purchase price paid by Customer (exclusive of any taxes, duties and similar imports paid thereon) less 2% of such purchase price for each month from the date of original delivery thereof to date of return.

G8. TERMINATION

- G8.1 If the Customer is in breach of contract and does not remedy that breach within fourteen days after receiving written notice from Fujitsu, then Fujitsu may immediately terminate the contract or, at Fujitsu's option, suspend the performance of Fujitsu's obligations under that or any other contract until the breach is remedied. The Customer will have no claim against Fujitsu on account of Fujitsu's withholding performance of its obligations in these circumstances.
- G8.2 If either party commits an act of insolvency or goes or is placed into liquidation (either provisionally or finally), (other than solely for amalgamation or reconstruction) or if a judicial manager is appointed over any part of the party's business, then the other party may regard any such circumstances as grounds for immediately terminating any contract without notice.
- G8.3 Termination will not discharge either party from performing any obligation or from payment of any sums already due or becoming due by reason of the termination.
- G8.4 Upon termination for whatever reason, the Customer will immediately deliver up any Fujitsu property which he has no contractual right to retain and Fujitsu may enter any premises to recover and remove such property.
- G8.5 If any of the representations and covenants in these Terms and Conditions are violated by the Customer, its directors, officers, employees, subcontractors, agents or representatives, it will constitute grounds for termination of any contracts and business relationships between Fujitsu and the Customer, at Fujitsu's sole discretion. Such termination shall be without prejudice to any other available remedies, particularly indemnification claims.

G9. EXPORT

- G9.1 Export or re-export including the immaterial transfer of goods as well as technical support in conjunction with these Terms and Conditions may be subject to licensing obligations and/ or government approval e.g. by reason of type or of intended purpose. Obtaining these licenses is the responsibility of the contracting party that is obliged to obtain appropriate licenses according to the valid export control regulations of the Federal Republic of Germany, the European Union, the United States of America (USA) or according to the law of any other country that is affected by such a provision or regulates such a provision. The contracting parties agree to provide upon the other party's request any and all information reasonably required to obtain such license/government approval.
- G9.2 Exports, re-exports and the provision of services in conjunction with these Terms and Conditions may not take place if there is any reason to assume that the use will be in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons.

G9.3 The contracting parties shall comply with the latest versions of the corresponding sanction lists of the European Union, the German Federal Government, US export authorities or of any other relevant countries, e.g. European Sanctions List, Denied Persons List, as well as any other warnings from the appropriate authorities and shall act accordingly.

G9.4 Activities in conjunction with these Terms and Conditions are generally and as a rule not permitted for countries and citizens of country group E according to US Export Administration Regulations (e.g. Iran, Syria, North Korea, Sudan, Cuba).

G9.5 Fujitsu shall not be obliged to make any deliveries and/or fulfill any other obligations that result from these Terms and Conditions if Fujitsu is prevented from making such deliveries or from fulfilling the corresponding obligations by export regulations (in particular e.g. those defined by Germany, the European Union, USA or Japan).

G9.6 A breach of the provisions of this paragraph shall be deemed a material breach of this agreement.

G10. PRODUCT DESCRIPTION - DEFINITION

"Product Description" at any time shall mean, "the then current published Fujitsu technical specification for the product or service, or in the absence of such a document, the most recent technical specification of the product provided by the manufacturer thereof".

G11. OBLIGATION TO SECRECY / DATA PROTECTION / SUBCONTRACTORS

G11.1 The contracting parties shall use all the documents, information and data they receive from the other party and which are denoted as "Confidential" solely for the performance of this service agreement. As long as and unless they have become generally known (without breach of any confidentiality undertaking) or the other contracting party has approved their publication beforehand or such publication is mandatory in the context of official or judicial proceedings, the receiving contracting party shall not disclose the aforesaid documents and information towards third parties except to the extent such third parties are involved in the performance of the respective services under these Terms and Conditions and have a need to know. The obligations under this subsection G11.1 shall continue to exist for 5 years after the end of these Terms and Conditions.

G11.2 The contracting parties shall observe the statutory regulations for the protection of personal data. As a general rule Fujitsu collects, processes and uses personal data exclusively as commissioned by the Customer or the respective beneficiary. In terms of data protection law, the Customer or the respective beneficiary remains in control of the data and is responsible for the legality of processing the data as ordered. Fujitsu may and shall use the transferred data only in order to fulfill the contractual obligations under these Terms and Conditions as well as anonymously for evaluations and quality assurance measures. Any transfer to third parties shall only take place if the latter are integrated in the service provision as subcontractors for Fujitsu or work anonymously for purposes of statistical evaluation and quality assurance. The Customer also expressly agrees to automated transfer, use, storage and evaluation of personal data for contractually agreed purposes, in particular for the purposes of remote services. Fujitsu will not acquire ownership of the data of the Customer and/or beneficiaries and shall at the request of the Customer or respective beneficiary, and at the latest by the end of the Contract, surrender the data in a common data format to be agreed with the Customer.

G11.3 If required for reasons concerning data privacy rights, the Customer shall sign an appropriate, express, written declaration of consent and reach an agreement with Fujitsu on the necessary organizational and technical/protective measures under the terms of the applicable data privacy laws.

G11.4 Fujitsu has placed all employees deployed for data processing under a written obligation of data secrecy. The data protection officers of the contracting parties shall be mutually available as a contact for all matters relating to data protection.

G11.5 Fujitsu can subcontract services, but must impose on the subcontractor's obligations in keeping with the preceding paragraph (section G11.1).

G11.6 The Customer shall ensure that all legally required prerequisites (e.g. by obtaining declarations of consent) are in place so that Fujitsu can provide the agreed services without any infringements of applicable data protection laws.

G12. COMPLIANCE WITH LAWS AND REGULATIONS

G12.1 The Customer shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, without limitation, laws and regulations relating to

taxation, exchange controls, and customs requirements and any Applicable Local Law.

G12.2. The Customer will inform its directors, officers, employees, agents and subcontractors of the requirement of this Statement.

G12.3. The Customer has adequate and proportionate procedures in place to prevent any persons associated with the Customer and any subcontractors of the Customer from violating the applicable Anti-Corruption laws.

G12.4 The Customer shall comply with the Fujitsu Way and the Fujitsu Global Business Standards and its Anti-Corruption provisions as communicated and updated from time to time by Fujitsu.

G12.5 The Customer's obligations under this Agreement cannot be transferred or assigned by the Customer without prior written approval by Fujitsu.

G13. AUDIT RIGHTS

The Customer represents and covenants that the contract price and invoices presented to Fujitsu will accurately, fairly and fully represent the cost of work performed for Fujitsu without duplication, waste or fraud. The Customer will cooperate with Fujitsu in providing information and permit Fujitsu or its representatives to audit its books and records upon reasonable notice, with regard to its Contract(s) with Fujitsu if Fujitsu so requests.

G14. GENERAL

G14.1 Assignment

The Customer shall ensure that any person associated with the supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this case.

G14.2 Notices

All notices hereunder shall be in writing addressed to the parties at their respective addresses set forth on the Order or such other address as may be notified from time to time in writing by either party to the other.

G14.3 Effective Terms

Unless agreed otherwise in writing, these Terms and Conditions shall represent the only terms and conditions between the parties and shall supersede all representations, promises and proposals, whether they are oral or written. Any terms and conditions set forth in any Customer order form or other correspondence shall be without effect. Any supplementary agreements, amendments

and/or supplements are to be made in the written form and shall only take effect upon mutual agreement between Fujitsu and the Customer. This also applies to changes or supplements to this clause regarding the written form. For this purpose, it is not sufficient to transfer the declarations concerned by means of telecommunication, particularly by e-mail.

G14.4 Waiver

No terms or conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

G14.5 Force majeure

Neither party will be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond its reasonable control, including, but not limited to, failure to supply in good time necessary data, information or specifications (if the other party has agreed to supply any such data, information or specifications); changes in any such data, information or specifications supplied; acts of God; inclement weather; fire; explosions; floods; strikes; work stoppages, slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of government; inability to obtain any necessary licence or consent; and delays by suppliers or material shortages.

G14.6 Governing law

These Terms and Conditions shall be governed by the laws of the Republic of South Africa. The court of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions is Johannesburg.

G14.7 Headings

The headings in these Terms and Conditions are inserted for convenience only, and shall not constitute a part of or are referred to in interpreting these Terms and Conditions.

G14.8

If individual provisions of these Terms and Conditions should turn out to be invalid, either in whole or in part, this shall not affect the validity of these Terms and Conditions, unless the continuation of these Terms and Conditions would be an unreasonable hardship, even when taking into consideration the substituting legal stipulations. The parties agree in such cases to replace the invalid or unenforceable provision with a legally permissible regulation which serves the commercial purpose of the invalid or unenforceable provision as closely as possible; the same applies accordingly in the event of a loophole in the regulations.