



MASTER SUBSCRIPTION AGREEMENT

1. INTRODUCTION AND ACCEPTANCE

Sets out the legal foundation of the Agreement and how acceptance occurs through use. This Agreement is not signed but becomes binding upon the Client's acceptance via the digital click-to-accept process or acceptance of the Sales Order Form or through continued use of the Services.

Master Subscription Agreement ("MSA")

This Agreement governs the Client's Subscription to and use of Swordfish, including any POC, Free Services, or related Professional Services provided. **The Client accepts these terms by clicking a box/button signing a Sales Order Form, or by using Swordfish. Continued use after notice of updated terms also constitutes acceptance.** If accepting on behalf of a company or legal entity, the individual represents and warrants they have authority to bind the entity and its Affiliates, in which case "Client" refers to them collectively. If they lack such authority or do not agree to these terms, they must not accept or proceed to use Swordfish.

Agreement Terms

This Agreement governs the **Client's access to and use of Swordfish's Subscription Services and Professional Services**. By accepting this Agreement, the Client agrees to comply with the **terms, conditions, and policies** outlined herein, as well as any referenced documents. The Client's continued use of Swordfish constitutes acceptance of these terms.

Changes to this Agreement

Swordfish **may modify or update** this Agreement at any time. Unless otherwise specified, changes take effect upon **posting the updated Agreement** on the Website. Clients will be **notified of material changes** through **electronic communication**, the **management portal**, or a **Website update**. **Continued use** of Swordfish after the Effective Date of any changes **constitutes acceptance** of the updated terms. If the Client does not agree, they must **stop using Swordfish immediately**. This Agreement was last updated in **June 2025** and is effective from the date the Client **accepts it ("Effective Date")**.

Restrictions on Use and Competitive Access

The Client **may not access or use Swordfish** to monitor availability, performance, functionality, or for **benchmarking, competitive analysis, or reverse engineering**. Decompiling, disassembling, or attempting to **copy, remake, derive source code, algorithms, or underlying structures** is strictly prohibited. Clients using both Swordfish and competitor systems **must not grant competitors access** or share Proprietary information, documentation, software, or related materials without **prior written consent**. Swordfish's

competitors, or their representatives, **are strictly prohibited from accessing Swordfish without written approval.**

2. HOW TO USE THIS AGREEMENT

This Master Subscription Agreement (MSA) outlines the terms and conditions governing the Client's use of Swordfish's Subscription-based software and related Services. It is a legally binding Agreement and should be reviewed carefully. **Key definitions** are listed in alphabetical order in the **Definitions** section and apply throughout the Agreement. Refer to these terms whenever you see capitalised words (e.g., "Services", "Client Data", "Subscription Term"). Each section is **organised by theme**—starting with general terms, followed by service use, billing, compliance, and legal provisions. **Bolded headings and key terms** are used for quick scanning and easier understanding. If there's a conflict between this MSA and a specific Sales Order Form, the **Sales Order Form will take precedence.**

Definitions

The following terms, when used in this Agreement, shall have the meanings set forth below. Unless otherwise stated, defined terms apply regardless of whether they appear in **singular or plural form.**

"Agreement" refers to this **MSA**, including all **referenced documents, Sales Order Forms, amendments, addendums, and policies**, as well as any **terms agreed upon in writing** between Swordfish and the Client. It also includes **Swordfish policies and documents available on its Website**, governing the **Client's use of Swordfish's Subscription and Professional Services.**

"Beta Services" are **pre-release** features or functionalities provided by Swordfish for **testing and feedback.** They are offered **"as-is"**, with no performance guarantees, and may be **modified or discontinued at any time.** Use of Beta Services are subject to the **Beta Agreement** available at <https://www.swordfish.co.za>.

"Client Data" refers to all **data, content, records, and information** that the Client or its Users **uploads or shares with** Swordfish. The Client retains **full ownership** of its data and is solely responsible for ensuring its **accuracy, lawfulness**, and compliance with **applicable laws**, including data protection and privacy regulations.

"Client" the **Client** is the **individual, company, or entity** entering into this Agreement with Swordfish. If accepted on behalf of an entity, the individual confirms they have authority to bind it. **Affiliates** that sign a Sales Order Form are also included, as long as they remain Affiliates .

"Confidential Information " refers to **any non-public, Proprietary , or sensitive information** disclosed by one party (Disclosing Party) to the other (Receiving Party), whether in writing, orally, or by access, that is designated as confidential or should reasonably be understood as confidential. **The Client's Confidential Information includes Client Data. Swordfish's Confidential Information includes software, developments, Services, content, documents, pricing, and the terms of this Agreement, or related Agreements. Both parties' Confidential Information may include business strategies, marketing plans, technology, product designs, and operational processes.** Confidential Information does not include information that: (i) becomes publicly known without a breach of this Agreement, (ii) was lawfully known by

the Receiving Party before disclosure, (iii) is received from a Third-Party without an obligation of confidentiality, or (iv) is independently developed by the Receiving Party.

"Days" means business Days, excluding weekends and South African public holidays, unless stated otherwise. Deadlines falling on non-business day **extends to the first following business day**.

"Data Retention and Deletion Policy" refers to Swordfish's internal protocol governing how long Client Data is retained following cancellation, termination, or inactivity, and the procedures for its secure deletion. The policy outlines standard retention periods, secure deletion methods, and compliance requirements in line with applicable data protection laws. Unless legally required to retain data, Swordfish deletes Client Data following the expiration of the applicable retention window.

"Deployment" refers to the release or implementation of updates, enhancements, patches, bug fixes, upgrades, new features, or system changes to Swordfish's software or infrastructure. Deployments may occur at varying frequencies and include but not limited to planned or unplanned updates, Emergency patches, or backend improvements. These changes are part of Swordfish's ongoing efforts to improve functionality, performance, security, and compliance.

"Dormant Account" means a Client account with no meaningful usage—such as logins or activity—for **three (3) consecutive Calendar Months**. It includes: (i) **Active Dormant** – the Client remains in contact and continues to pay; (ii) **Inactive Dormant** – the Client is unresponsive and/or in payment default.

"Effective Date" is the date the Client accepts this Agreement by clicking a box/button, or accepting a Sales Order Form, or using Swordfish, or continuing use after being notified of updated terms. This date marks the start of the Client's rights and obligations, replacing traditional execution through physical or electronic signature.

"Fee Schedule" refers to the list of applicable fees, charges, and rate groups for Swordfish's Subscription and Professional Services and may be updated from time to time in accordance with this Agreement.

"Free Services" refers to temporary, no-cost access granted by Swordfish, either in full or in part, for evaluation purposes. The specific scope and duration of the Free Services will be outlined in the applicable Sales Order Form. Free Trials are provided "as-is", with no guarantees of performance, support, or data retention. If the Client does not transition to a paid Subscription before the trial ends, all data and configurations will be permanently deleted.

"Hardware Failure" refers to the malfunction or breakdown of physical infrastructure components—such as servers, storage devices, or network hardware—used to host or deliver the Swordfish platform. Hardware Failures may result in temporary service disruption, data inaccessibility, or performance degradation.

"Hosted" refers to Swordfish's infrastructure, where its Services, data, and applications are managed across data centres, virtual servers, and cloud-based environments. Swordfish and its data centre providers maintain this infrastructure to ensure performance, security, and availability, with the flexibility to evolve as needed. Clients access the Services remotely without requiring on-premises installations.

"Professional Services" include consulting, implementation, training, support, and other Services separate from Swordfish's Subscription Services. These Services are governed by a

Professional Services Agreement (PSA), Statement of Work (SOW), or Sales Order Form (SOF).

"Proof of Concept (POC)" refers to a **time-limited evaluation** of Swordfish for select Clients under a signed Scope of Work (SOW) and Sales Order Form(SOF).

"Services" refer to the **Subscription Services, Professional Services, SWAS, and any related support** provided by Swordfish under this Agreement. This includes **system access, updates, maintenance, and any additional Services** specified in the PSA, SOF or SOW.

"Standard Access Hours" refer to the designated time period during which Swordfish Services are generally available for use, set as **05:00 to 21:00 (SAST), Monday through Sunday**. During these hours, Clients can access the platform and perform operations. **Swordfish may, however, conduct scheduled deployments or maintenance during these hours if operational needs require it, including on weekday evenings**. Access may also be restricted or unavailable outside of Standard Access Hours due to maintenance, deployments, or system updates.

"Standard Support Hours " refers to the time during which **Swordfish's team is available to respond to support requests**, set as **07:00 to 17:00 (SAST), Monday through Friday**, excluding South African public holidays. Outside of these hours, a **standby number** is available **for Emergency support** only. Non-Emergency requests submitted after Standard Support Hours will be addressed on the next working day.

"Subscription/Subscribed Services" refers to the **licensed access** granted to the Client for use of Swordfish's **Hosted Software** and related Services, as specified in the **Sales Order Form**. It authorises designated employees and Users to access and use Swordfish in accordance with the terms of this Agreement.

"Swordfish" refers to **Swordfish Software (Pty) Ltd** (Registration Number 2014/157620/07), a South African-based provider of **specialised debt collection and recoveries software**, offered on a **Subscription basis**. Swordfish delivers a Proprietary platform that supports the automation and optimisation of **collections, recoveries, workflow management, data insights**, and related compliance functions. In addition to its Subscription Services, Swordfish offers **Professional Services**, including **implementation, configuration, training, and support**. The specific scope of Services is defined in the applicable **Sales Order Form** and governed by this Agreement.

"User" refers to **any individual authorised** by the Client to access and use Swordfish, including employees, contractors, Affiliates, and agents. **Different types of Users may exist depending on the Subscription setup** or Service configuration. All Users must comply with this Agreement, and the Client remains responsible for their actions and adherence to all applicable terms.

"Affiliates " refer to any entity that is **linked to, associated with, or connected to** the Client or Swordfish through ownership, management, or contractual relationships.

"Billing Cycle" refers to the **recurring period** for which Subscription fees and other charges are invoiced, as specified in the **Sales Order Form**. It may be **monthly, annually, or another agreed-upon term**, and determines when payments are due and when service renewals occur.

"Bug" is an **error or flaw (defect)** in Swordfish's software that causes **unexpected behaviour or system issues**. Swordfish will use **reasonable efforts** to identify and resolve bugs as part of ongoing maintenance.

"Business Continuity" refers to the strategies, plans, and measures implemented by **Swordfish** to ensure the continued operation of critical **Services** during and after disruptive events, including **system failures, natural disasters, cybersecurity Incidents**, or other unforeseen interruptions.

“Calendar Month” means the period starting on the first day and ending on the last day of a given **month**, based on the **Gregorian calendar**, regardless of the number of working or business days within that month.

“Communication Policy/Protocol” refers to the internal guidelines and procedures established by **Swordfish** for managing formal communications, including Incident notifications, client updates, scheduled maintenance alerts, and emergency broadcasts. These protocols ensure timely, secure, and consistent communication with **Clients** and relevant stakeholders.

“Cyber Incident” refers to any actual or suspected event involving unauthorised access to, misuse of, disruption to, or damage to **Swordfish’s** digital infrastructure, **systems, networks, or Client Data**. This includes, but is not limited to, **data breaches, malware attacks, ransomware, phishing, denial-of-service (DoS) attacks**, or any compromise that threatens the **confidentiality, integrity, or availability** of information or **Services**.

“Data Operator” has the **meaning ascribed** to it in terms of **POPIA**.

“Disaster Recovery” (DR) refers to **Swordfish’s planned processes and measures** to restore **Services and operations** in the event of **system failures, disruptions, or unforeseen Incident s**. DR ensures **Business Continuity** by minimising downtime and restoring **essential functionality** as quickly as possible.

“Documentation” refers to the **User guides, manuals, policies, and technical materials** provided by **Swordfish**, whether on its **Website, Management Portal, or other official channels**. It outlines the **features, functionality, and proper use** of **Swordfish Services**.

“Downtime” refers to any period during which the **Swordfish** platform or its **Services** are **temporarily unavailable or inaccessible** to **Clients**. Downtime may be: i. **Planned**, such as for **scheduled maintenance, Deployments, or infrastructure upgrades**, in which case **Swordfish** will provide **reasonable advance notice** through official communication channels; or ii. **Unplanned**, resulting from **unexpected issues** such as **Hardware Failures, Emergency fixes, security Incidents, or third-party service disruptions**, where prior notice may not be possible. In such cases, **Swordfish** will notify **Clients as soon as reasonably possible** upon becoming aware of the issue and provide ongoing **status updates** until **Services** are restored.

“Emergency” means any **unplanned and urgent Incident that causes or may cause significant disruption to the Client’s access to or use of Essential Functionality**, including full system outages, data loss, security breaches, or severe performance degradation that materially impacts the **Client’s** ability to conduct business operations. An issue will only be classified as an **Emergency** if **no reasonable workaround is available**, and immediate intervention is required to prevent further harm or loss.

“Essential Services” refers to the **core Subscription Services and Professional Services provided by Swordfish that are critical to the Client’s operations**. These include key operational features required to maintain business continuity. In the event of a disruption, **Swordfish** will prioritise the restoration of **Essential Services** over non-essential integrations, third-party services, or ancillary features.

“Incident” refers to any identified event, anomaly, or condition that disrupts, threatens, or has the potential to compromise the normal operation, availability, confidentiality, or integrity of the **Swordfish** platform, **Client Data**, or related **Services**. This includes, but is not limited to, **system outages, security breaches, unauthorised access, data loss, or malicious activity**, whether actual or suspected

“Incident Response Protocol” refers to the internal procedures and escalation framework followed by **Swordfish** in the event of an **Incident**, including detection, investigation, containment, resolution, and post-Incident review. These protocols are designed to minimise

impact, ensure timely communication, and maintain compliance with applicable **data protection** and **security standards**.

“Management Portal” is Swordfish’s **online platform** where Clients can **manage their Subscriptions, monitor usage, access support, and view billing details**.

“Operator Agreements” refers to a formal agreement between **Swordfish**, acting as an **Operator** under applicable data protection laws (such as **POPIA**), and the **Client**, who acts as the **Responsible Party**. This agreement governs the processing of **Personal Information** by **Swordfish** on behalf of the **Client**, outlining the respective roles, responsibilities, and safeguards required to ensure lawful and secure data handling.

“Personal Information” has the **meaning ascribe** to it in terms of **POPIA**.

“Personally Identifiable Information (PII)” has the **meaning ascribed** to it in terms of **POPIA**.

“Proprietary ” refers to **intellectual property, technology, systems, or materials** owned or exclusively controlled by **Swordfish**. This includes **software, designs, algorithms, trade secrets, and Confidential Information** , which may not be **copied, modified, distributed, or used** without express authorisation.

“Rate Group” refers to a **predefined** pricing category **assigned to the** Client by Swordfish, **which determines the applicable** fees, billing model, **and** service entitlements. Rate Groups **may vary based on factors such as the number of** active Users, transaction volume, feature access, **or** support level, **and are specified in the relevant** Sales Order Form.

“Responsible Party” has the **meaning ascribed** to it in terms of **POPIA**.

“Sales Order Form” (SOF) is a **document** specifying the **Subscription Services** the Client will receive under this Agreement. It is a binding Agreement between the Client and **Swordfish or its Affiliates** . If an affiliate signs an Sales Order Form, they agree to be bound by this Agreement as if they were an original party.

“Software-With-a-Service” (SWAS) refers to Swordfish’s integrated delivery model that **combines Subscription-based software access with value-added services** such as implementation, configuration, support, and strategic advisory. **These offerings are governed by the Master Subscription Agreement and, where applicable, the Professional Services Agreement (PSA) or a Sales Order Form (SOF).**

“Standard Support Services” refers to **help desk access** via **Support Portal**, during **Standard Support Hours** , troubleshooting, general inquiries, and access to **updates, patches, and maintenance** at no extra cost and inline with the matrix set out in this MSA. Self-help resources, including **User guides and FAQs**, are also available. Support **excludes custom development, Standby, on-site assistance, or priority handling**, unless covered under an **upgraded package**.

“Standby” “refers to the **after-hours emergency support service** provided by Swordfish, which may be activated by the Client by calling the Swordfish business number and selecting the Standby option. Standby Support is **reserved for critical or emergency issues that significantly disrupt Essential Service outside of Standard Support Hours**. This service is not intended for routine or non-urgent matters.

“Subscription Term” is the **duration** of the Client’s **Subscription to Swordfish Services**, as specified in the **Sales Order Form**. It begins on the **Effective Date** and **renews or ends** according to the terms of this Agreement.

“Subscription Services” refers to the core offering provided by **Swordfish** on a subscription basis, including access to the hosted platform, standard support, system maintenance, and

ongoing updates. These services are defined in the applicable **Sales Order Form** and are governed by the terms of this **Master Subscription Agreement (MSA)**.

“Swordfish Champion” “Swordfish Champion” refers to the primary individual designated by the **Client** to act as the internal liaison for all matters related to the **Swordfish** platform. The **Swordfish Champion** is responsible for coordinating communication, facilitating adoption, ensuring internal alignment, and escalating support or service-related queries to **Swordfish** where needed.

“Third-Party Provider/Services” A **Third-Party Provider/Services** is any **external service, software, or system** not owned or controlled by **Swordfish** but may integrate with or be used alongside **Swordfish**. This includes **cloud Services, payment processors, data providers, and software integrations**. Third-Party Providers **operate independently**, and **Swordfish** is not responsible for their **availability, performance, or compliance**.

“POPIA” stands for **Protection of Personal Information Act 4 of 2023**.

“Upgraded Support” refers to enhanced support services offered by **Swordfish beyond the standard support provided during Standard Support Hours**. These services may include extended Standard Support Hours, faster response times, dedicated support contacts, or Standby/on-call arrangements. Upgraded Support is available by request and subject to additional fees. The applicable service levels and pricing will be specified in the relevant Sales Order Form.

“Support Portal” refers to **the official online platform designated by Swordfish for submitting, managing, and tracking support requests and tickets**. Access to the Support Portal may be restricted to authorised Users and is subject to **Swordfish’s** support policies and procedures as updated from time to time.

“Statement of Work” (SOW) refers to a document issued by **Swordfish and agreed to by the Client, which outlines the specific Professional Services, deliverables, timelines, milestones, fees, and any other relevant terms for a particular project or engagement**. Each Statement of Work **forms part of this Agreement and is governed by its terms, unless expressly stated otherwise**.

“Website” means the **official Swordfish Website located at www.swordfish.co.za** or any successor domain designated by **Swordfish** from time to time, which may include access to documentation, policies, support resources, and other Client-facing information.

3. SUBSCRIPTION AND SERVICES

Provision of Subscribed Services

Swordfish will provide Subscribed Services and content as outlined in this Agreement, the Sales Order Forms, and supporting documentation. Support during Standard Support Hours is included as part of the Services. Clients may purchase Upgraded Support tiers if required. **Swordfish will make reasonable efforts to keep Services available except during planned Downtime (with prior notice) or unforeseen disruptions beyond its control, such as natural disasters, labour issues, government actions, internet outages, third-party failures, Hardware Failures or denial-of-service attacks.** **Swordfish operates under South African laws and is primarily designed for compliance with local regulations.** Clients outside

South Africa must ensure the Services align with their **legal and regulatory requirements**. If not, the Client must **adjust their usage or discontinue use** to remain compliant.

Software-With-A-Service(SWAS)

Swordfish **delivers its Services through a Software-With-a-Service (“SWAS”) model**. This integrated approach combines software access with value-added services such as implementation, configuration, training, support, and strategic advisory. These components are governed by the **Master Subscription Agreement and, where applicable, a Sales Order Form or the Professional Services Agreement (“PSA”)**.

Free Services

Swordfish may, at its discretion, provide access to **Free Services**, including trials, pilot access, beta features, or no-cost tools. All Free Services are provided **“as is”**, with **no warranties, support, or guarantees of performance or availability**. Swordfish may **modify, suspend, or discontinue** Free Services at any time without notice and shall not be liable for any resulting loss, disruption, or data issues. Free Services are intended for **evaluation purposes only** and may be subject to additional terms communicated at the time of access. Unless the Client transitions to a **paid Subscription** before the Free Service period ends, **all data, configurations, and User access associated with the Free Service will be permanently deleted** without further notice. The Client is responsible for exporting or backing up any required data before the free access expires. Use of Free Services does not entitle the Client to any **future access, pricing benefits, or service levels**, and no service credits or refunds apply in relation to Free Services.

Proof of Concept

Swordfish **may offer a Proof of Concept (POC) to select Clients who meet specific criteria**. The **details**, including scope, duration, and applicable terms, will be **outlined in a separate Sales Order Form (SOF) or Statement of Work (SOW)**. If the Client does not transition to a **paid Subscription** at the end of the POC, **all related data, access, and configurations will be permanently deleted**, and Swordfish will have no obligation to retain or recover such data.

Beta Services

Swordfish may offer **Beta Services—pre-release features or functionalities—for testing and feedback at reduced or no cost**. The Client may choose to use them at their own risk, as Beta Services are provided **“as-is”** with **no warranties or guarantees** on performance, reliability, or availability. Swordfish may modify, discontinue, or **end free access** to Beta Services **at any time without notice**. After the free or discounted period, continued use will become payable per Swordfish’s terms. The Client acknowledges that Swordfish is **not liable for any issues** arising from Beta Services. Beta Services are subject to specific terms provided at the time of offering, available at <https://www.swordfish.co.za>.

Additional Services

In addition to its **main Subscription Services**, Swordfish offers **additional Services**, including but not limited to custom development, third-party integrations, and consulting Services. These Services may be **requested through a Sales Order Form (SO)**, which will define the scope, pricing, and specific terms applicable to the requested service. **All additional Services are governed by the Professional Services Agreement (PSA), which must be read together with this Master Subscription Agreement (MSA) and the applicable Sales Order Form (SO).** The **MSA remains the primary governing Agreement**, and in the event of any conflict, its terms shall take precedence unless explicitly stated otherwise in the Service Order. The PSA can be accessed at <https://www.swordfish.co.za>.

Modifications, Deployments, and Availability

Swordfish may **modify, discontinue, or introduce new Subscriptions, Services, or features** at its sole discretion to support ongoing **performance, security, and innovation**. Swordfish follows a **continuous and iterative Deployment model**, regularly releasing **updates, enhancements, maintenance patches, security improvements, and bug fixes**. **Deployments may occur frequently**, including on a daily basis, depending on operational needs. The system is generally available between **Monday to Sunday, 05:00 and 21:00 (SAST)**. Planned Deployments and maintenance are typically scheduled outside of these hours (after 21:00 SAST) to minimise disruption, during which system access may be restricted or unavailable. **An exception applies to Monday evening Deployments, which may commence earlier at 20:15 SAST**. While every effort is made to **avoid downtime**, the Client acknowledges that **temporary disruptions** or the **unintentional introduction of issues** may occur due to Swordfish's iterative release cycle. Swordfish will take **reasonable steps to test changes, resolve bugs promptly, and maintain overall system reliability**. **Planned maintenance or significant Deployments** will be **communicated in advance**, where commercially reasonable. However, Swordfish reserves the right to perform **Emergency updates without prior notice** when necessary to preserve **security, functionality, or legal compliance**. Swordfish is **not liable** for disruptions, delays, or unavailability but will take **reasonable steps to restore functionality** as quickly as possible. The **Deployment schedule and notice procedure may evolve**, and Swordfish retains **sole discretion** over its **release cadence, procedures, and system roadmap**.

Communication for Deployment and Planned or Unplanned Downtime

Swordfish is committed to **timely and transparent communication** in both **planned and unplanned** scenarios. For **planned Deployments, maintenance, or downtime**, Swordfish will provide **reasonable advance notice** via official channels such as the **Management Portal** or **electronic communication**. For **unplanned disruptions**, including **Emergency fixes** or **unexpected downtime**, Swordfish will initiate communication **as soon as Swordfish becomes aware**, activating internal **communication protocols** to keep the Client informed through **initial and subsequent updates**. All communication is handled in line with Swordfish's **Communication Policy**, which may be **updated from time to time** and is available upon request.

Hosting and Infrastructure

Swordfish hosts its Services on **secure infrastructure** and may **modify, relocate, or expand** its hosting environment, including **moving data centres** or **deploying virtual servers**, making use of **cloud providers** to ensure **performance, security, and compliance**. **Swordfish** may also implement updates, optimisations, or changes to its Hosted infrastructure and underlying systems. The changes are at **Swordfish's discretion** and do not require **Client notification nor approval**, provided they do not **materially impact service availability**. **Swordfish** will take **reasonable steps** to **minimise disruptions** and maintain **compliance with applicable laws**.

Disaster Recovery (DR)

Swordfish maintains a **Disaster Recovery (DR)** environment to support **Business Continuity** during system failures or unforeseen events. Regular testing is conducted to ensure the reliability of **backup, failover, and recovery** processes; however, **restoration timelines** will depend on the **nature and severity of the event**, and what is reasonably possible under the circumstances. The **initiation, management, and scope** of DR procedures shall remain at **Swordfish's sole discretion**, based on its assessment of **operational, technical, and security considerations**. During recovery, **Swordfish** will prioritise the restoration of **Essential Services**. **Integrations, third-party services, and non-core functionalities** may be **delayed, degraded, or excluded** from recovery.

Business Continuity Planning (BCP)

Swordfish maintains a **Business Continuity Plan (BCP)** designed to minimise service disruption and ensure the **continuity of critical operations** in the event of adverse conditions, including but not limited to **natural disasters, Cyber Incident, infrastructure failures, pandemics, and civil unrest**. The BCP includes contingency procedures for remote work, secure access, backup connectivity, and communication continuity to maintain Essential Service delivery. While **Swordfish** makes reasonable efforts to keep its BCP up to date and effective, the Client acknowledges that some delays or degradation in service may occur in extreme or unforeseen circumstances.

Hardware Failure and Recovery

In the event of a **Hardware Failure** affecting **Swordfish's** infrastructure, **Swordfish** will take **reasonable steps** to restore Services as quickly as possible. This may include the use of **backup systems, failover environments, or triggering Disaster Recovery procedures**, depending on the severity and impact of the failure. While **Swordfish** strives to ensure **high system availability**, the Client acknowledges that **hardware-related disruptions** may occur, and that **temporary loss of access or system performance issues** may result. **Swordfish** is not liable for any **data loss or business interruption** caused by such failures, provided that **Swordfish** has taken commercially reasonable efforts to **maintain infrastructure, implement redundancy, and recover Services** in accordance with this Agreement.

4. USE OF SUBSCRIPTION AND SERVICES

This section outlines the Client's rights and responsibilities when accessing and using Swordfish Services, Subscriptions and content, including any restrictions and compliance requirements.

Client Responsibilities

The Client must ensure all **Users and Affiliates** comply with this Agreement, applicable **Sales Order Forms**, and **Documentation**, and is responsible for the **accuracy, legality**, and **integration of Client Data** into the Swordfish system. The Client must have **competent personnel** who can manage and maintain data quality and implement structures necessary for effective system use. A designated **Swordfish Champion** within the Client's organisation should lead product adoption and ensure alignment with internal business processes. To ensure successful implementation and long-term use, the **Client** must have a team that is **proficient in data handling** and skilled in commonly used tools such as **Microsoft Excel** and the **Microsoft Suite**. Where the **Client** elects to use advanced or specialised Services, additional expertise may be required as set out in the respective **Professional Services Agreement (PSA)** applicable to that Service. If the Client lacks such internal capacity, **Swordfish may offer support at the applicable rate**, and such assistance—where available—will be published in the **Fee Schedule**. The Client must also ensure access to a **stable, high-speed internet connection, reliable hardware**, sufficient **network connections, suitable User equipment and onsite infrastructure** to support system performance and reduce disruptions. While Swordfish can offer guidance and assistance as a **Professional Service**, overall success depends on the Client's **internal team readiness and infrastructure**. The Client must take **reasonable steps to prevent unauthorised access**, ensure that **password sharing is strictly prohibited**, and notify Swordfish promptly of any **security breaches**. Services must be used only as permitted under this Agreement and **applicable laws**, and the Client must comply with **third-party terms** when integrating non-Swordfish applications. The Client is responsible to ensure it complies with all applicable laws and regulations with respect to its activities while making use of Swordfish. If the Client's use **compromises system performance, security, confidentiality, or compliance**, Swordfish may suspend access, providing prior notice where commercially reasonable and allowing an opportunity to resolve the issue before full suspension. The Client is responsible for safeguarding Swordfish's Confidential Information and must ensure that all its Users, Affiliates, and contractors who access the Services **have signed appropriate non-disclosure Agreements**.

Use of Subscription Services

Swordfish may suspend the Client's access to all or part of the Services **immediately, without prior notice**, if **continued use poses a security risk** to the Services, Swordfish's infrastructure, or other Clients; if **Swordfish reasonably believes** the Client's use is **unlawful or in violation of applicable regulations**, including any government or regulatory requirements; or if such suspension is required to **prevent harm, protect system integrity, or ensure compliance** with Swordfish's legal or contractual obligations. **Swordfish will notify the Client** as soon as reasonably possible, explaining the reason for the suspension and any remedial steps the Client may take. Where feasible, **Swordfish will work with the Client to restore access** once the issue has been resolved to Swordfish's satisfaction.

Usage Limits

Any **usage limits applicable** to the Client's Subscription or Professional Services will be communicated from time to time and **must be adhered to**. If the Client exceeds the agreed limits, Swordfish may assist in adjusting usage to remain compliant. If the Client does not comply, they must either **purchase additional usage** through an updated **Sales Order Form** or pay excess usage fees as per the **Invoicing and Payment** terms.

Right to Audit Client Use

Swordfish reserves the right to audit the Client's use of the Subscribed Services to ensure compliance with the terms of this Agreement, including usage limits, licencing terms, and any applicable Sales Order Form. Audits may be conducted remotely or on-site (where necessary), provided that Swordfish gives the Client **reasonable advance notice** and conducts such audits **during business hours** in a manner that does not unreasonably interfere with the Client's operations. If any audit reveals unauthorised use, the Client shall **promptly pay all applicable fees**, including any retroactive charges, and Swordfish reserves the right to **suspend services or pursue legal remedies** if necessary. The cost of the audit will be borne by Swordfish unless a material breach is identified, in which case the Client shall reimburse Swordfish for reasonable audit costs.

Usage Restrictions

The Client may not **share, distribute, sell, resell, licence, sublicense, rent, or lease** Swordfish Services or content unless explicitly authorised in an **Sales Order Form**. The Client is prohibited from using the Services to **store, process, or transmit unlawful, infringing, or malicious material** and must not attempt to **bypass usage limits or circumvent contractual restrictions**. **Modification, copying, reverse engineering, disassembly, decompilation, or creating derivative works** from Swordfish Services or content is strictly prohibited, except as expressly permitted. The Client may not **interfere with the integrity or performance** of the Services, **attempt unauthorised access** to Swordfish systems, or **use the Services to develop or analyse a competing product**. Any violation may result in **suspension or termination** of access, **legal action**, and applicable **penalties**.

Reselling Restrictions

The Client may **not resell, sublicense, or distribute** Swordfish's Services to any Third-Party without **prior written consent**. Use is strictly limited to the **Client's internal business operations** as defined in this Agreement. To resell or offer Swordfish's Services, the Client must **apply and be approved** as an **authorised reseller** under the **Swordfish Reseller Partner Program**, which requires a **separate Agreement**. Unauthorised resale or distribution **constitutes a material breach** and may result in **immediate termination** and **legal action**.

Swordfish Responsibilities

Swordfish is responsible for providing the **Subscription Services** and any **Professional Services** purchased by the Client in accordance with this Agreement and the applicable **Sales Order Form**. Swordfish will provide support and maintain the **hosting infrastructure**,

implement **technical safeguards**, and take reasonable steps to ensure the **security, performance, and availability** of the platform. Swordfish will use reasonable efforts to provide **system access during Standard Support Hours**, maintain **data integrity**, and deploy updates that enhance **functionality**, and **User experience**. In the event of system Incidents, Swordfish will follow its internal **Incident Response and Communication Protocols**, including appropriate Client notifications. Swordfish will ensure that all Swordfish personnel with access to Client Data are bound by **confidentiality obligations** and trained in **data protection and cybersecurity practices**. While Swordfish provides tools, documentation, and optional Professional Services to support implementation, the Client retains ultimate responsibility for how the platform is used in their environment.

Support Services Levels, Response Times and Ticket Submissions

This section forms part of Swordfish's service level undertakings under the Master Subscription Agreement. Swordfish provides **Standard Support** in accordance with this Agreement. All support requests must be submitted via the official **Support Portal**. For **security and tracking purposes**, Swordfish will **not accept or respond to support requests** submitted via alternative means (e.g., WhatsApp, SMS, direct email to team members, or verbal requests). To ensure efficient handling, all support tickets must include:

- **Client Name, Company Name and Contact Person**
- **Description of the issue or request**
- **Steps to reproduce (if applicable)**
- **Impact on operations**
- **Screenshots or supporting documentation**, where relevant

Upon receipt of a valid ticket, Swordfish will respond based on the following **priority matrix**:

Priority Level	Description	Initial Response Target
High	Core functionality down, widespread Client impact	Within 4 hours
Medium	Issue affects functionality but has a workaround	Within 1 Days
Low	Minor issue, general query, or enhancement request	Within 2 business Days

Response times are calculated within **Standard Support Hours**. If a ticket is submitted outside of business Days (as defined in this Agreement), the response time will begin on the next business Day. In the event of a critical or emergency issue outside of **Standard Hours**, the Client must activate **Standby** by phoning the Swordfish business number and selecting the Standby option. **Standby** is strictly reserved for emergencies and must not be used for routine or non-critical issues. Clients with **Upgraded Support** may have different response times as set out in the relevant **Sales Order Form**. Where applicable, specific service levels will be agreed in a separate SLA or included in the Sales Order Form.

5. FINANCIAL AND DURATION

Payment Terms

The Client must pay all fees as specified in the **Sales Order Form** and subsequently invoiced for. While licence quantities can be reduced, **no prorated adjustments** apply. All **recurring and related fees** are outlined in the **Fee Schedule**.

Fee Increases

Swordfish reserves the right to **adjust its Subscription and Service fees annually**, with such increases taking effect on **01 March of each year**. Fee adjustments will be determined **per Rate Group**, taking into account factors such as **inflationary trends, operational costs, and market conditions**. While the **Consumer Price Index (CPI)** may be considered as a reference, it does not bind Swordfish to a specific percentage. **All increases will apply** to active Subscriptions and Services from the Effective Date, unless otherwise specified in the applicable Sales Order Form. **This clause serves as formal notice of such adjustments**. Client acknowledges that **Swordfish does not control pricing adjustments by third-party providers**, and any increases from such providers will be **passed through to the Client** as they occur. Third-party fee changes may be applied at any time and will be communicated to the Client as soon as reasonably possible.

Invoicing and Payment for Swordfish

Swordfish will issue **invoices based on the Sales Order Form** and payment is due **within fourteen (14) Days from the invoice date**. Invoices will be **issued electronically per South African tax regulations**, and the Client must provide accurate invoicing details, including company name, billing address, and VAT number. Failure to make payment by the due date may result in service suspension until the outstanding amount is settled. Providing incorrect or incomplete invoicing details does not extend the due date, and all amounts remain due as originally invoiced.

Overdue Charges

If any invoiced amount is not received by the due date, **Swordfish may, without further notice, charge interest** on the overdue balance at a rate of **10% per month or the maximum rate permitted by South African law**, whichever is higher. For Clients classified as **consumers** under the **National Credit Act (NCA)**, Swordfish will apply **interest and collection terms in accordance with the NCA's prescribed limits and requirements**. If the Client does not qualify as a consumer, standard overdue charges and commercial collection terms will apply. Additionally, **Swordfish may impose shorter payment terms** for future **Subscription renewals and Sales Order Form** where there is a history of late payments. **Granting additional time to pay will not be interpreted as a waiver of Swordfish's right to charge overdue interest**, nor will it create any obligation to issue a separate notice before doing so.

Suspension of Services and Payment Acceleration

If **payment is overdue by more than fourteen (14) Days**, or as otherwise specified in the applicable Sales Order Form, Swordfish may demand full payment of all outstanding fees and

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suspend Services until payment is received. Services may also be suspended **without notice** if the Client **fails to cover ongoing charges**. **No additional notice will be given, as the monthly invoice serves as prior notification, and the Client is aware of their payment obligations.** Suspension **does not cancel payment obligations**, and access will only be restored once full payment is made. A **reactivation fee** will be charged **to reactivate a suspended account**.

Payment Disputes

Swordfish will not **suspend Services** or **accelerate payments** if the Client **disputes charges in good faith** and cooperates to resolve the issue. However, the Client must ensure that **undisputed amounts are paid on time** in accordance with the agreed billing schedule. Failure to settle undisputed fees may result in **service suspension** or enforcement of standard **payment terms**. Where **third-party Services** are invoiced through Swordfish, the **full invoiced amount must be paid**, regardless of any internal dispute between the Client and the third-party provider. If the dispute is resolved in the Client's favour, **a credit may be issued** by Swordfish in a subsequent billing cycle, subject to confirmation of the adjustment. If the Client's non-payment results in any **penalties, interest, or legal costs** imposed on Swordfish by a Third-Party, such amounts will be **passed on to the Client** and added to the next invoice.

Term and Auto-Renewal

This Agreement begins when the Client accepts it and remains in effect until all Subscriptions expire or are terminated. Each Subscription term is defined in the **Sales Order Form**, where the Client may choose a **month-to-month or fixed-term option**. Promotional or discounted Subscriptions will renew at **standard pricing**, and any reductions in term or volume will result in **adjusted pricing** without reference to prior rates. If the Sales Order Form **specifies a fixed-term Agreement**, the **Subscription will automatically renew for successive terms of the same duration as the original term, unless otherwise specified in writing by either party**. This renewal will continue until the Agreement is cancelled in accordance with the Cancellation clause or the terms of the Sales Order Form.

Cancellation

The Client may cancel a Subscription by providing **written notice** as specified in the applicable **Sales Order Form** and sending the request to **the Support Portal** before the end of the current billing cycle. **Cancellation does not entitle the Client to a refund**, and access to the Services will continue until the end of the paid Subscription period. Depending on the **Subscription type** and the **duration of the Agreement**, a **cancellation penalty may apply**, as outlined in the relevant Sales Order Form or agreed terms. Any applicable penalty will be **invoiced upon cancellation** and must be **settled in accordance with the standard payment terms**. A decision by the Client to **discontinue use of the system**—for any reason—does **not waive the obligation to provide proper cancellation notice** or settle any **outstanding amounts**. The terms of this clause remain fully applicable, and Swordfish reserves the right to enforce all related payment and penalty provisions, regardless of usage status. **The Client is responsible for exporting all required data during the applicable cancellation notice period**. Swordfish will not provide continued access after the Subscription ends, **unless agreed in writing and subject to applicable fees**. Failure to extract data within this period shall be deemed a waiver of access, and **Swordfish may delete the Client's data in accordance with its Data Retention and Deletion Policy**.

Termination

Either party may terminate this Agreement **for cause** by providing **three (3) Calendar Months' written notice** if the other party **materially breaches** the Agreement and fails to remedy the breach within that period. Additionally, either party may terminate immediately if the other becomes subject to **bankruptcy, insolvency, receivership, liquidation, or similar proceedings**. Termination for cause does not relieve the Client of any outstanding payment obligations. If **Swordfish terminates for cause**, the Client must pay any outstanding fees for the rest of the term, where permitted by law. Termination does not exempt the Client from paying any unpaid fees. In the event of termination, the Client must extract all data during the **notice period**, or, where immediate termination applies, within **ten (10) Days** from the termination date. **Swordfish may charge additional fees** for data access or support outside of this window. **After this period, Swordfish shall not be obligated to retain or return any Client Data**, unless legally required to do so.

6. THIRD-PARTIES

Third-Party Products, Services, and Integrations

Swordfish's Services **may integrate with or rely on Third-Party Providers** for certain functionalities. The **Client** acknowledges that engaging with **Third-Party Providers** may be subject to separate **Agreements, terms, policies, and fees** between the **Client** and the **Third-Party**, which **Swordfish** does not **control, endorse, or guarantee**. It is the **Client's responsibility** to ensure that appropriate Agreements are in place as part of its **due diligence** and **governance protocols**. Swordfish **is not liable** for any disruptions, security risks, data loss, compliance issues, or performance failures resulting from **Third-Party applications, integrations, or Services**. If a Third-Party Provider **discontinues, restricts, or modifies its Services**, Swordfish is **not responsible** for any resulting impact on the Client's use of Swordfish. While Swordfish conducts **reasonable due diligence** on integrated providers and follows **best practices for security, compliance, and functionality**, it does **not warrant, endorse, or assume liability** for Third-Party Providers and their products or Services, even if designated as **certified or approved**. Swordfish **reserves the right** to modify or discontinue integrations at any time **without refunds, credits, or compensation**.

Removal of Content and Third-Party Applications

If the Client receives a **notice from Swordfish or a Third-Party** requiring the **removal, modification, or disabling** of Content or a **Non-Swordfish Application** to comply with laws, Third-Party rights, or Swordfish policies, the Client must **immediately take corrective action**. If the Client fails to do so, Swordfish may **disable or remove** the affected Content, Service, or **Non-Swordfish Application**. Upon request, the Client must provide **written confirmation of deletion and discontinuation of use**, which Swordfish may share with relevant **Third-Parties or authorities**. If a **Third-Party rights holder** demands removal, or if there is **reason to believe the Content violates applicable law or Third-Party rights**, Swordfish may **suspend or terminate** the Client's access to such Content.

Invoicing and Payment for Third-Party Providers

Swordfish integrates with a range of **Third-Party Providers** to extend the functionality of its platform. The Client acknowledges that these Services fall within different categories.

Third-Party Services Invoiced Through Swordfish: In limited cases, Swordfish may **facilitate billing** for Third-Party Services—such as **value-added offerings** or Services rendered under a **Professional Services Agreement (PSA)**—by including their charges on the Client’s **Swordfish invoice**. This is done solely for **administrative convenience**. In such cases, **Swordfish is not a party** to the Agreement between the Client and the Third-Party Provider and assumes **no responsibility** for the quality, delivery, or legal compliance of these Services. The Client is responsible for reviewing and accepting the **Third-Party’s terms and conditions**, and any related obligations rest solely with the Client.

Third-Party Services Procured Directly by the Client: For most integrations, Swordfish acts solely as a **technical conduit**, enabling access to external Services via its platform. The Client engages **directly** with the Third-Party Provider for **contracting, billing, and support**. Swordfish does not participate in or bear responsibility for any commercial or legal arrangements between the Client and the Third-Party Provider. The Client is solely responsible for ensuring that use of these Services complies with all applicable **laws, regulations, and licencing requirements**.

International Taxation and Exchange Rate Impact: The Client acknowledges that some Third-Party Provider Services may be provided from **outside South Africa** and are subject to **international taxes, duties, and exchange rate fluctuations**. Charges for these Services may vary, and due to **currency conversion delays**, the full cost impact may only be reflected **after the billing period**. If an amount was **under- or over-invoiced**, Swordfish will apply the **necessary adjustment in the following month’s invoice**. Applicable **foreign taxes or fees** may be invoiced separately as required by law. If the Client provides a **valid tax exemption certificate**, Swordfish will apply it where applicable. Swordfish has **no control** over foreign tax laws or exchange rate movements and accepts no liability for resulting **billing adjustments**.

7. DATA AND COMPLIANCE

Protection Of Personal Information (POPIA) Compliance & Operator Agreement

This clause 7 constitutes the formal **Operator Agreement** between Swordfish and the Client, in accordance with the **Protection of Personal Information Act, 2013 (POPIA)**. It governs the processing of personal information to ensure compliance, confidentiality, and security in all Services delivered under this Agreement. Swordfish’s liability in relation to personal information is further subject to the limitation of liability cap set out under the clause titled “Confidentiality, IP and Legal.”

Roles and Responsibilities

The Client acts as the **Responsible Party** and determines the purpose and means of processing personal information. Swordfish acts as the **Operator** and will only process personal information **as necessary to deliver the Subscribed Services** or as otherwise required by law.

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The Client is solely responsible for ensuring it has obtained **lawful consent from data subjects** where required. The Client must ensure that all personal information processed through Swordfish is **lawful, adequate, relevant, and not excessive**, and must define and enforce its own **data retention policies**. The Client is also responsible for maintaining the **security of its own systems, devices, and networks** when accessing Swordfish.

Swordfish is responsible for processing personal information **strictly in accordance with the Client's instructions**, and for implementing and maintaining **appropriate technical and organisational security measures**, including encryption, access controls, and regular security assessments. Swordfish will ensure that all personnel and contractors involved in processing personal information are **bound by confidentiality obligations**.

If Swordfish becomes aware of any **unauthorised access, data breach, or security Incident**, it will notify the Client **as soon as reasonably possible**, and where feasible, assist the Client in meeting its legal obligations to notify affected data subjects and regulatory authorities. Swordfish does not assume responsibility for the **lawfulness of the Client's data collection or internal processing activities**.

Third-Party Processing and Data Transfers

Swordfish may engage **sub-processors or Third-Party service providers** to fulfil its obligations under this Agreement. In such cases, **Swordfish will conduct due diligence and take reasonable steps to vet these providers**, ensuring they appear to offer **protection that is substantially similar to POPIA**, in line with **Section 72(1)(a)**. This may include assessing the provider's security certifications, data handling protocols, and the use of jurisdictions with adequate legal protection or data transfer Agreements. However, **Swordfish does not control or supervise the day-to-day operations of these providers** and therefore cannot guarantee their ongoing compliance beyond this initial vetting process. **The Client remains responsible for ensuring that any other cross-border data transfers—such as transfers initiated through integrations, direct exports, or Third-Party Services selected by the Client—comply with Section 72 of POPIA**, including, but not limited to, obtaining the **necessary consents**, ensuring transfers are **contractually necessary**, or that they are **in the interest or benefit of the data subject**, where applicable. Swordfish shall not be liable for any non-compliance resulting from cross-border transfers initiated or enabled by the Client outside the scope of Swordfish's infrastructure or control.

Data Retention and Deletion

Swordfish will not retain **Personal Information** longer than necessary to fulfil its obligations under this Agreement, unless required by law. The **Client** is responsible for implementing its own data retention protocols and must ensure that data no longer required is deleted—either directly within the system or by requesting assistance from Swordfish. Upon **cancellation or termination**, the Client must export all required data during the applicable **notice period**, or within **10 Days** if no notice period applies. After this timeframe, **Swordfish may permanently delete all Client Data** in accordance with its **Data Retention and Deletion Policy**, unless legally required to retain it. If immediate deletion is not technically feasible (e.g., due to **backup cycles**), Swordfish will continue to maintain the **confidentiality and security** of the data until it is fully erased. The Client may request a **deletion certificate** for record-keeping purposes.

Swordfish is not liable for data loss resulting from failure to extract data within the specified timeframes.

Data Portability and Exit Assistance

Upon cancellation or termination of this Agreement, the **Client** must export its **Client Data** using available tools within the applicable **notice period**, or within **10 Days** if no notice applies. After this window, Swordfish may permanently delete all data in accordance with its **Data Retention and Deletion Policy**. If the Client requires assistance beyond the standard export functionality—such as **custom data extraction, formatting, or delivery**—this will be treated as a **billable Professional Service** subject to a mutually agreed **Scope of Work (SOW)**. Swordfish will not be responsible for migrating data into **Third-Party systems** or formats beyond those natively supported by the platform. The Client is responsible for **initiating and verifying** the export within the permitted timeframe. Swordfish will not retain any backup copies beyond this deletion deadline, unless required by law.

POPIA Indemnity and Limitation of Liability

The Client acknowledges that **ultimate responsibility for compliance with POPIA** remains with the Client. Swordfish shall not be liable for the **lawfulness of the Client's data collection or processing**, for the **failure to obtain required data subject consents**, or for any **security breaches resulting from the Client's inadequate systems or access controls**. Swordfish's liability in relation to personal information is **strictly limited to the obligations expressly stated** in this clause.

Precedence Over Other Agreements

This clause **replaces any previously signed Operator Agreements** or data processing terms between the parties and shall serve as the **sole Operator Agreement** for the purposes of POPIA compliance under this Master Subscription Agreement.

Client Responsibility for Compliance

The **Client is solely responsible for ensuring compliance with all applicable laws, regulations, and industry standards** related to their use of the Swordfish platform and Services. This includes, but not limited to, **financial services regulations, tax obligations, sector-specific requirements, and internal governance policies**. Swordfish does not assume responsibility for the Client's internal processes, legal obligations, or failure to comply with statutory or regulatory requirements. The Client must independently assess and manage its legal and compliance obligations, and Swordfish's role is limited to providing tools, features, and documentation as outlined in this Agreement. Use of Swordfish does not constitute legal or regulatory advice, and Swordfish strongly recommends that Clients seek professional legal or compliance guidance for their specific use cases.

Cybersecurity

Swordfish implements **industry-standard security measures** to protect its **systems, data, and Client information** from unauthorised access, cyber threats, and data breaches. The Client

is responsible for ensuring the **secure use of their account**, including safeguarding login credentials, enforcing internal security policies, and restricting unauthorised access to Swordfish Services. Swordfish may conduct **security updates, vulnerability assessments, and Incident response measures** as needed to maintain system integrity. In the event of a **security breach affecting Client Data**, Swordfish will notify the Client as soon as reasonably possible and take appropriate steps to mitigate risks. The Client must not engage in any activity that **compromises the security, stability, or integrity** of Swordfish's platform, including but not limited to **penetration testing, unauthorised access attempts, or introducing malicious code**. Violation of this clause may result in **service suspension, termination, or legal action**.

Security Incident Notification

In the event of a **security breach or unauthorised access** affecting Swordfish systems or Client Data, Swordfish will notify affected Clients **as soon as reasonably possible** after becoming aware and once **sufficient information** is available. Notifications will outline the **nature, scope, impact, and corrective actions** taken. This clause **replaces any prior Operator or Incident reporting Agreements** to ensure a **consistent and standardised process** across all Clients. Where a **Third-Party Provider** is the source of the Incident, the Client acknowledges that Swordfish is **not responsible for communicating on their behalf**. Clients must engage directly with those providers unless Swordfish receives formal updates and chooses to relay them as a courtesy. All breach-related communications will follow Swordfish's internal Incident Response and Communication Protocols, which may be updated from time to time. Where required by law, Swordfish will also notify the appropriate legal or regulatory authorities and take all reasonable steps to ensure compliance with applicable data protection and cybersecurity obligations.

Use of Client Data for Research and Analysis

Swordfish may **use anonymised and de-identified Client Data** for **research, statistical analysis, and Service improvements**, in compliance with POPIA and other applicable data protection laws. This data will be processed in a way that **removes any identifiable information**, ensuring it cannot be traced back to the Client or any individual. Swordfish will only use **de-identified data** to enhance its **Services, improve system performance, and conduct industry studies**. No Personally Identifiable Information (PII) or confidential Client Data will be shared, sold, or used for any **unauthorised purposes**. The Client acknowledges and consents to this use as part of the Agreement.

Data Retention, Deletion, and Backups

During the term of use, the **Client** is solely responsible for establishing and enforcing its own **data retention policies**. Data that is no longer required must be deleted by the Client—either directly within the system or by submitting a formal request to **Swordfish**. Swordfish will not retain **Personal Information** beyond what is necessary to fulfil its obligations under this Agreement, unless retention is required by law. While a **Subscription** remains active, Swordfish will continue to **host, backup, and maintain Client Data** for **Disaster Recovery (DR)** and service continuity purposes. In the event of a system failure, Swordfish will make reasonable efforts to **restore Services and data** as promptly as possible. Upon **Subscription cancellation or termination**, the Client must export all required data during the applicable **notice period**, or within **10 Days** if no notice period applies. After this window, **Swordfish may permanently**

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delete all Client Data and backups in accordance with its **Data Retention and Deletion Policy**. Where immediate deletion is not technically possible due to backup cycles, Swordfish will ensure data remains **confidential and secure** until it is permanently erased. Clients may request **deletion certificates** for record-keeping purposes. Swordfish provides in-system tools to facilitate data management, but does not enforce Client-specific data retention rules. As the **Responsible Party**, the Client must ensure compliance with their own legal and regulatory requirements.

Dormant Account

An account will be designated a **Dormant Account** if it shows no meaningful usage (e.g., logins or system activity) for a continuous period of **three (3) Calendar Months**. **Active Dormant Accounts** (where the Client is in contact and continues to pay) will be maintained in accordance with the existing **Subscription and Fee Schedule**. No data will be deleted, and the Client may resume full use at any time without penalty. **Inactive Dormant Accounts** (where the Client is unresponsive and/or has failed to pay) may trigger Swordfish's data retention timeline. In such cases, Swordfish may retain **Client Data** for a maximum of **six (6) Calendar Months** after the account became dormant. Following this period, all data, including backups, may be **permanently deleted** in line with the **Data Retention and Deletion Policy**. Dormant status **does not replace cancellation**. Subscription obligations, including applicable fees, will continue to accrue unless the Client provides formal notice of cancellation through the **Support Portal**. It is the Client's responsibility to maintain up-to-date contact information and to proactively manage account status.

Audits and Access Requests

Each party must maintain accurate and complete records relating to their obligations under this Agreement, including records necessary to demonstrate compliance with applicable laws, data protection regulations, and this Agreement's terms. **Swordfish conducts regular internal audits** to monitor security, compliance, and operational integrity and performs **one external audit annually** through an independent, qualified Third-Party. These audits form part of Swordfish's quality assurance and risk management practices. If the **Client requires an audit or inspection** beyond Swordfish's scheduled audits—such as for **internal audit programs, regulatory requirements, or Third-Party compliance reviews**—a **formal written request must be submitted with at least thirty (30) Days' notice**. Swordfish will accommodate such requests **at its discretion**, based on feasibility, and **reserves the right to charge** fees for time and resources as per its prevailing **Professional Services Fee Schedule**. **Audit access will be limited** to what is strictly necessary and legally permissible, and will not include access to Swordfish's Proprietary systems, source code, or the data of other Clients. All audit activities must be conducted in a **non-disruptive manner**, during normal business hours, and under appropriate **confidentiality and security protocols**. This clause **supersedes any prior Agreements or understandings** related to audits and constitutes the **exclusive process** under which audit rights are granted under this Agreement.

8. CONFIDENTIALITY, IP AND LEGAL

Protection of Confidential Information

Each party retains full ownership of its **Confidential Information**, and the **Receiving Party** must protect it with at least the same level of care as its own Confidential Information, but no less than **reasonable care**. The **Receiving Party** agrees to **prevent unauthorised use or disclosure, limit access** to only employees, contractors, or Affiliates who require it for purposes related to this Agreement and are bound by confidentiality obligations, and **not disclose** the terms of this Agreement or any **Sales Order Form, Statement of Work, or other related Documentation** to any Third-Party, except to its **Affiliates, legal counsel, or accountants**, who must also comply with these confidentiality obligations. **Swordfish** may disclose necessary contract terms to contractors or Third-Party service providers solely to fulfil its obligations under this Agreement, provided such parties adhere to confidentiality terms that are no less protective than those outlined herein.

Compelled Disclosure

If the receiving party is **legally required** to disclose any Confidential Information, it may do so **only to the extent necessary**, and must, **where legally permitted**, provide the disclosing party with **prior written notice** and offer **reasonable assistance** to oppose or limit the disclosure. If such disclosure is required in a **civil proceeding involving the disclosing party** and is not contested, the disclosing party shall **reimburse the receiving party for reasonable costs** incurred in compiling and securely providing the required information.

Intellectual Property (IP) Rights

Swordfish is the owner and retains all rights, title, and interest in its software, Professional Services, technology, trademarks, content, and related materials, including all intellectual property rights. The Client receives no ownership rights but is granted a **limited, non-exclusive, non-transferable, and revocable Subscription licence** to use Swordfish Services as specified in this Agreement and the applicable Sales Order Form. The Client **may not** modify, copy, distribute, sublicense, reverse engineer, decompile, or create derivative works based on Swordfish's IP, except where explicitly authorised in writing. Any **custom development, enhancements, or configurations** made by Swordfish—including those paid for by the Client—**remain the sole property of Swordfish**. Swordfish may **use, improve, or offer such developments to other Clients** at its discretion. The Client **cannot restrict Swordfish from further developing or commercialising similar features** for other Users. Any **feedback, suggestions, or improvements** provided by the Client may be used by Swordfish **without obligation or compensation**. The Client retains ownership of **Client Data**. Swordfish will **only process, store, or use Client Data as necessary to deliver Services under this Agreement** and in accordance with applicable laws. Swordfish will **not sell or claim ownership of Client Data** but may **use de-identified and aggregated data** for security, analytics, research, and Service improvements. These **IP rights remain in effect even after termination or expiration** of this Agreement.

Representations, Warranties, and Disclaimers

Each party represents that it has the legal authority to enter into this Agreement. **Swordfish warrants that** during an active Subscription term, its Services will operate **materially in accordance with the Documentation** and that it will not **materially decrease the overall security or functionality** of the Services. **Except as expressly stated**, Swordfish provides the Services **"as-is" and without warranties of any kind**, whether express, implied, statutory, or otherwise. Swordfish **does not guarantee** uninterrupted, error-free service, that the Services will meet the Client's specific requirements, or that data will always be secure from unauthorised access. Swordfish **is not liable** for issues arising from the Client's **misuse of the Subscription or Services, Third-Party providers, integrations, or factors beyond its control**, including but not limited to **network failures, cyberattacks, regulatory changes, or force majeure events**. To the extent permitted by law, Swordfish **expressly disclaims** all implied warranties, including those of **merchantability, fitness for a particular purpose, non-infringement, or accuracy of data processing**. The Client acknowledges that software development involves **continuous updates, bug fixes, and Deployments** that may **temporarily impact service availability**, and such occurrences do not constitute a breach of this Agreement. If Swordfish fails to meet its warranty obligations, the Client's **sole remedy** is to terminate the affected Services in accordance with the **Termination** clause. Any **Free Services**, content, or **Beta Services** are provided "as is" and without any guarantees.

Anti-Corruption and Anti-Bribery

Each party represents that it has **not engaged in, and will not engage in, any bribery, corruption, kickbacks, or other forms of improper or unlawful conduct** in connection with this Agreement. **Reasonable and customary business entertainment or gifts are permitted**, provided they are not intended to improperly influence business decisions. The Client acknowledges and agrees to comply with **Swordfish's Anti-Corruption Policy** [<https://www.swordfish.co.za>] and all applicable **anti-bribery laws and regulations**. Any **breach** of this clause shall be deemed a **material breach** of the Agreement and may result in **immediate termination for cause**.

Jurisdiction and Governing Law

This Agreement shall be governed by **the laws of the Republic of South Africa**. The parties submit to the **exclusive jurisdiction of the South African courts**. The Parties agree to make reasonable efforts **to resolve disputes amicably through negotiation**. If a **dispute remains unresolved, it shall be referred to arbitration in Johannesburg, South Africa**, in accordance with the Arbitration Act 42 of 1965. Arbitration proceedings shall be conducted in English, and the outcome shall be final and binding on the Parties. Notwithstanding the foregoing, either Party may approach a court of competent jurisdiction in South Africa **for urgent or interim relief**. Disputes shall first be resolved through arbitration. However, the parties consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria) for urgent or interim relief.

Client Responsibility for Local Law Compliance

Swordfish provides its Services **in accordance with South African laws and regulatory requirements**. The **Client is solely responsible for ensuring that its use of the Services**

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This Agreement is governed by the laws of the Republic of South Africa.

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complies with all applicable laws, regulations, and industry standards in the jurisdiction where it operates. This includes, without limitation, data privacy, financial regulations, tax obligations, and cross-border data handling. Swordfish makes no representations or warranties that its Services comply with the laws of any jurisdiction outside of South Africa and will not be liable for any non-compliance arising from such use. The Client must ensure that any Third-Party integrations or providers it uses are likewise compliant with local legal requirement. **This responsibility also applies to Clients operating within South Africa**, who remain accountable for ensuring their own legal and regulatory compliance when using the Services, including how they configure, interpret, and apply system outputs or workflows.

Survival

The following provisions shall **survive the expiration or termination** of this Agreement for any reason: **Confidentiality, Intellectual Property Rights, Limitation of Liability, Indemnity** (including **POPIA-related obligations**), **Data Retention and Deletion, Payment Obligations** (including **overdue charges and penalties**), **Audit and Access Requests, Jurisdiction and Governing Law, Non-Solicitation of Employees**, and any other clauses which **by their nature are intended to survive** termination or expiration. Termination of this Agreement does **not relieve the Client** of any **accrued payment obligations** or any duties arising from **actions or omissions that occurred before termination**.

Limitation of Liability Cap

To the maximum extent permitted by law, Swordfish's total aggregate liability arising out of or in connection with this Agreement—whether in contract, delict (tort), statute, or otherwise—shall not exceed the total User Fees paid by the Client to Swordfish in the twelve (12) months immediately preceding the event giving rise to the claim. This limitation applies irrespective of the number of claims and survives termination or expiry of this Agreement. Neither Party shall be liable to the other for any indirect, incident, special, punitive, or consequential damages, including but not limited to loss of profits, revenue, business opportunities, goodwill, anticipated savings, or data, even if advised of the possibility of such losses. **This limitation of liability shall not apply to liability arising from a Party's gross negligence, wilful misconduct, or fraud.**

Insurance

Each Party is solely **responsible for maintaining its own insurance coverage appropriate to its operations and risk exposure under this Agreement.** Neither Party shall have any obligation to obtain or maintain insurance coverage for the benefit of the other Party.

Subcontracting and Third-Party Service Providers

Swordfish may subcontract or engage Third-Party providers to assist in the delivery of its **Services**, including but not limited to **hosting, maintenance, development, and support.** Where such Subcontractors are used, **Swordfish will take reasonable steps** to ensure they are bound by appropriate **confidentiality, security, and data protection obligations** aligned with this Agreement. **Swordfish does not accept liability for the actions or omissions of Subcontractors** unless otherwise required by law or where Swordfish failed to take reasonable

precautions in their selection or management. Upon written request, a list of core Subcontractors may be provided, subject to confidentiality obligations.

Non-Solicitation of Employees

During the term of this Agreement and for a period of **twelve (12) months following its termination or cancellation**, the Client agrees not to, directly or indirectly, **solicit for employment, offer employment to, or engage** (as an employee, contractor, or consultant) any individual who is or was employed by Swordfish and who was **materially involved** in the provision of Services under this Agreement. This restriction does not apply to individuals who respond to **publicly advertised vacancies** not specifically targeted at Swordfish employees. In the event that the Client breaches this clause, Swordfish shall be entitled to charge a **placement fee** equal to **three (3) months of the employee's gross salary**, which the Client agrees is a genuine pre-estimate of the costs associated with the loss, recruitment, onboarding, and training of a replacement resource.

9. GENERAL PROVISIONS

Notices

All notices under this Agreement shall be sent electronically. The Client agrees that the **email address provided for billing purposes** will be used for all official communications from Swordfish. Any notices to Swordfish must be sent to **Support Portal**. Notices shall be deemed received on the date they are sent, unless the sender receives an automated failure notification. **The Client is responsible for ensuring that their contact details remain accurate and up to date and must promptly notify Swordfish of any changes.**

Assignment

Neither party may **assign, cede, or otherwise transfer its rights or obligations** under this Agreement without the **prior written consent** of the other party, which will not be unreasonably withheld. **However**, either party may, **without such consent**, assign or cede this Agreement and all Sales Order Form **to an Affiliate, or in connection with a merger, acquisition, corporate restructuring, or sale of substantially all of its assets, provided** that the **assignee agrees in writing** to be bound by this Agreement and the **assigning party provides notice** to the other party.

Change of Control Notification

In addition to the rights under **Assignment and Cession**, each party will **promptly notify the other party in writing** in the event of a **change of control**, including mergers, acquisitions, or transfers of a majority interest that materially affect the party's ability to perform its obligations under this Agreement. A change of control **will not relieve the affected party of its obligations**, and the receiving party reserves the right to assess whether such change poses a risk to the continuity, security, or compliance of the Services provided.

Variation

Swordfish may **update this Agreement** at any time, with changes effective upon **Website posting or electronic notice**. It remains the Clients responsibility to remain up to date with the changes. Continued use **constitutes acceptance**; if the Client disagrees, they may **cancel their Subscription**. Any **amendments specific to a particular Client** must be recorded in the applicable Sales Order Form or an approved addendum and acknowledged electronically by both parties.

Relationship of the Parties

The parties are **independent contractors**, and this Agreement does not create a **partnership, franchise, joint venture, agency, fiduciary, or employment relationship**. Each party is responsible for its own employees' compensation and taxes. **Neither party has authority to act on behalf of or bind the other without prior written consent**, and nothing in this Agreement shall be construed to impose any fiduciary duties or obligations.

Export Control and Sanctions Compliance

The Client represents and warrants that it is not located in, under the control of, or a national or resident of any country or territory subject to South African trade sanctions, export control laws, or other applicable embargoes or restrictions. The Client agrees not to use or permit the use of Swordfish's Services in any manner that violates applicable export control, trade sanctions, or anti-terrorism laws. This includes, but not limited to, prohibitions on the transfer of software or technology to sanctioned individuals, entities, or countries. **Swordfish reserves the right to suspend or terminate Services** if it determines, in its sole discretion, that the Client's use violates any such laws or exposes Swordfish to potential liability under export controls or sanctions regimes.

Third-Party Beneficiaries

This Agreement **does not create any rights for Third-Party beneficiaries**.

No Waiver of Rights

If Swordfish or the Client **fails to enforce any provision of this Agreement or does not act in strict accordance with a particular clause**, that shall **not be interpreted as a waiver**, amendment, or relinquishment of any rights under this Agreement. Any exception or flexibility exercised shall be discretionary and does not constitute a permanent change to the relevant clause or to the Agreement as a whole. **All terms remain fully enforceable, unless expressly waived or amended in writing by both parties.**

Force Majeure

Neither party shall be liable for any **delay or failure to perform** its obligations under this Agreement if such delay or failure results from a **Force Majeure Event**, being circumstances beyond the reasonable control of the affected party. This includes but, is not limited to: **natural disasters, floods, fires, earthquakes, pandemics, epidemics, government-imposed**

lockdowns, strikes, war, acts of terrorism, civil unrest, governmental actions, power failures, internet outages, or failures of Third-Party infrastructure. The affected party must provide **written notice** of the Force Majeure Event within **five (5) business Days** of becoming aware of it, and must take **reasonable steps to mitigate** the effects of the event and **resume performance** as soon as reasonably possible. A Force Majeure Event **shall not excuse** the performance of obligations **that can reasonably be fulfilled through remote work** or by **alternative means**. Obligations to **pay any amounts due** under this Agreement shall **remain in effect** and are not excused by Force Majeure, unless such payment is rendered impossible due to **government-imposed banking or currency restrictions**.

Severability

If any provision of this Agreement is found to be **unenforceable**, the **remaining provisions** will continue in **full effect**.

Marketing and Publicity

Unless otherwise agreed in writing, the **Client grants Swordfish a limited, non-exclusive, royalty-free right to use the Client's name, logo, and basic description of Services provided** for marketing and promotional purposes, including on Websites, presentations, case studies, and Client lists. Swordfish agrees to use these materials in a **professional and respectful manner**, and will remove or cease use upon written request from the Client.

Entire Agreement and Order of Precedence

This Agreement is the **entire Agreement** between Swordfish and the Client, superseding all prior Agreements, proposals, or representations. **Any terms in previous Agreements, communications, orders, or other documents (excluding Sales Order Forms) are void.** In case of conflict, the **order of precedence** is: (i) **Sales Order Form**, (ii) **This Agreement**, and (iii) **Documentation**. Section titles are for convenience only and do not affect interpretation.