

Terms and Conditions – Hybrid License and Service (SF Care)

1. DEFINITIONS

In this License:

“PBSA” means PBSA (Pty) Ltd with Registration Number 1998/00882/07 or its authorised reseller/distributor; Monday Cloud (Pty) Ltd with Registration Number 2018/201/724/07

“Software” means any of the software offerings of PBSA, including SigniFlow, DocFlow and EasiSign;

“SigniFlow” incorporating SigniFlow™ means the trade name of the PBSA Service accessed via the SigniFlow Websites, owned and operated by PBSA located at <https://www.SigniFlow.com> and sub domain sites. SigniFlow includes but is not limited to SignFREE, SignFREE Workflow, Professional, Professional SA Legal, Enterprise-Hybrid and API’s or Integrated;

“SigniFlow (Pty) Ltd” means a company with Registration Number 2015/084900/07, which is a subsidiary of PBSA (Pty) Ltd;

“MondayCloud (Pty) Ltd” means a company with Registration Number 2018/201/724/07, which is an authorised reseller/distributor of PBSA (Pty) Ltd;

“User” means YOU and each individual who makes use of a software, product or licenced application;

“Licensee” means YOU, the customer who makes use of a software, product or licenced application;

“Use” means accessing, operating or utilising the software, product or licenced application;

“Active” means a SigniFlow license that is within the validity period that was fully paid for by the licensee.

“GUILD” means the Global User Interface License Directory. The GUILD service is managed by PBSA in the SigniFlow cloud and is a centralised server connected via Internet protocols to all Hybrid and SigniFlow cloud servers to manage user licenses and manage connectivity of users between different networks.

“Hybrid” means the SigniFlow software application running on the licensee’s private server.

“SF Care” means this SigniFlow Care agreement

2. OVERVIEW

PBSA and the Licensee hereby agree that the following terms and conditions shall govern the delivery of services under SF Care with respect to applicable active SigniFlow software. SF Care is a mandatory service offered to the SigniFlow Hybrid software licensee to ensure SigniFlow Hybrid remains up to date, connected to GUILD and operational while active.

3. SERVICES

3.1 Technical support.

3.1.1 Technical support shall be provided for Products under a valid End–User license agreement ("EULA").

3.1.2 Where there is a system issue technical support can be provided by means of:

- (i) telephone (4-hour response time during regular business hours),
- (ii) the support Web page (4-hour response time during regular business hours),
- (iii) the Knowledgebase in the support area of SigniFlow's Web site - <https://SigniFlow.freshdesk.com/support/solutions>

3.1.3 Technical Support includes, but is not limited to, assistance and guidance on the following: installation, setup, configuration, software usage, unexpected, irregular behaviour for documented features and error messages.

3.1.4 SigniFlow shall not be required to provide technical support relating to problems arising out of:

- (i) Licensee's use of the Products in a manner for which they were not designed;
- (ii) Licensee's or User's gross negligence, misuse, adaptation or modification of the Products;
- (iii) Versions of Products other than the most recent, active version.
- (iv) Where the Data feed is interrupted from the supplier, however in this instance SigniFlow will contact the supplier relating to resolving the problem as soon as possible.

3.1.5 Licensee is responsible for its hardware, operating systems, network setup and maintenance, and the use of any file access control systems.

3.1.6 Licensee must ensure the SigniFlow Hybrid Server is connected to the Internet in order to connect to GUILD.

3.1.7 PBSA holds an administrative account on the SigniFlow Hybrid Server that is used for software administration and billing. The Licensee must ensure at all times that this

account is reachable over the Internet and that PBSA authorised personnel have access to the Hybrid server and the administrative account.

3.1.8 PBSA may from time to time require access to the Hybrid Server operating system, Microsoft SQL and Microsoft Internet Security Server in order to update software and/or to do database maintenance. The Licensee must ensure that PBSA authorised personnel have access to the Hybrid Server over the Internet, or provide access upon request.

3.1.9 SigniFlow may offer consulting services to help resolve issues falling outside the scope of Technical Support. Any consulting services shall be provided under a separate agreement and shall be subject to SigniFlow then-current consulting fees. Such services include the development and/or modifications to documents, customization, configuration and/or programming pertaining to the Products.

3.2 Product Updates. SF Care includes free maintenance releases and updates ,limited to minor releases – of the Products available through SigniFlow's web site: www.SigniFlow.com

3.2.1 All updates provided, including documentation and program materials, are subject to their respective EULA. Notification of the releases will be available through email notification system and the Customer Portal and Developers Portal on the SigniFlow website.

3.3 Product Upgrades. SF Care includes free upgrades – major releases – of active Products. If the Product is not active at the time of release, the upgrade will be provided upon request, after re-activating the Product. All upgrades provided, including documentation and program materials, are subject to their respective EULA.

3.4 Term and Termination.

3.4.1 SF Care is payable upon invoice (or as per the licensee's credit agreement terms with PBSA) for a period of 12 (twelve) months in advance. SF Care will terminate after the 12-month period has lapsed.

3.4.2 The service will automatically be re-invoiced for a further 12 months, such invoice will be payable within 30days from the date of invoice.

3.4.3 SF Care shall terminate immediately upon non-payment. In the event either party shall be in material breach or default of any of the terms or conditions of SF Care and/or the EULA, then the other party shall have the right to cancel SF Care without any obligation or liability to the other party, given 30 calendar days' notice to the other party.

3.5 Warranty and Disclaimer. SigniFlow will use reasonable commercial efforts to provide the services under SF Care in a professional manner. However, SigniFlow cannot guarantee that every question or problem raised by the licensee will be resolved. Nothing in SF Care shall be construed as expanding or adding to the warranty for the Products in the EULA. EXCEPT FOR THIS EXPRESSED LIMITED WARRANTY, SIGNIFLOW MAKES, AND THE LICENSEE RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER SF CARE, AND SIGNIFLOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.6 Additions. Any services added to SF Care by written notice to the licensee will be governed by the terms of SF Care.

3.7 Intellectual Property Rights. All rights, title and interest in and to all intellectual property of each party, including their vendors or suppliers, shall at all times remain vested in such party, their vendors or suppliers, as the case may be.

3.7.1 The parties acknowledge that -

3.7.1.1 any and all of the trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the products and/or services, belong exclusively to and shall be and remain the sole property of the owner thereof.

3.7.1.2 all rights in any copy, translation, update, upgrade, adaptation or derivation of the products and/or services including without limitation any improvement or development thereof belong exclusively to and shall be and remain the sole property of the owner thereof.

3.8 General. The licensee may not transfer SF Care to a third party. This Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between the licensee and SigniFlow concerning the subject matter herein and constitutes the entire agreement between PBSA and the licensee regarding the provision of services. No addition to, removal from, modification or other change to any part of these Terms and Conditions, in whole or in part, will be of any force or effect unless reduced to writing and signed by both parties.