Embark Mobile (Pty) Ltd

Service Agreement

This Service Agreement is a part of the Service Order between Embark Mobile (Pty) Ltd, a South African private company ("Reseller") and an authorized reseller of Journey Mobile, Inc., a Delaware corporation ("Company"), and the Customer named on the Service Order. Customer understands and agrees that the Company is a third party beneficiary of this Service Agreement and that in the event Customer breaches or fails to comply with any term of the Service Order or this Service Agreement, either Company or Reseller may enforce its rights hereunder.

A.   Definitions.

"Acceptable Use Policy" means the policy that sets forth the principles, guidelines and requirements governing the use by Customer of the Platform and Software Solution, as set forth on the Company website located at http://journeyapps.com/acceptable-use-policy

"Business Day" means Monday-Friday, 9am - 5pm South African Standard Time, excluding South African public holidays.

"Code" means the Platform Code together with the Software Solution Code.

"Customer Data" means all data, information or material that Customer or a User submits to the Platform and/or Software Solution in the course of using the Offering.

"Effective Termination Date" means the last day for which the Platform and Software Solution is available for use.

"Offering" means the Platform together with the Software Solution.

"Party(ies)" means Customer and/or Company and/or Reseller, as the context may require.

"Password" means a sequence of alphanumeric characters in the form of a Login ID, User Password and Customer ID that permit access to the Software Solution, and password reset questions and answers which allow Users and Customer to automatically reset Passwords.

"Payment Default" means that Reseller has not received Customer's payment of a particular invoice within five days following the payment due date.

"Platform" means the Company's web-based, cloud hosted technology platform together with the format, content, look and feel, sequence and functionality thereof, that enables the users thereof to develop and host custom mobile enterprise software applications.

"Platform Code" means any source or object code of Company, Reseller or its licensors included in the Platform, including, but not limited to, the graphical user interface.

"Platform Enhancements" means Software Updates, Software Upgrades or derivative works of the Platform by whoever made and whether or not such Platform Enhancements incorporate or are based on any information gained as a result of this Agreement.

"Servers" means the computers on which the Platform operates.

"Software Code" means any source or object code of Company, Reseller or its licensors included in the Software Solution, including, but not limited to, the graphical user interface.

"Software Solution" means the custom mobile enterprise software application developed, operated and maintained using the Platform for use by Users as described in the Service Order and all Software Upgrades and Software Updates to the Software Solution, including the format, content, look and feel, sequence and functionality thereof.

"Software Solution Enhancements" means Software Updates, Software Upgrades or derivative works of the Software Solution by whoever made and whether or not such Enhancements incorporate or are based on any information gained as a result of this Agreement.

"Software Update" means a maintenance release containing bug fixes only without any new functionality.

"Software Upgrade" means a group of bug fixes as well as the addition of a minor piece of functionality (one which has an effect on one or more localized areas of the Platform and/or Software Solution, as applicable).

"Subscription Fees" means the monthly recurring fees described in the Service Order.

"System Administrator" means an employee or contractor of Customer who manages Customer's use of the Software Solution by authorizing Users and otherwise uses the administrative functions of the Platform.

"Territory" means South Africa.

"User" means (a) any employee or contractor of Customer authorized by Customer to access the Platform and/or Software Solution and assigned access to the Platform and/or Software Solution, and (b) any person who accesses the Platform and/or Software Solution as a "user" using a Password issued to, by or on behalf of Customer. Customer, through its System Administrator, and not Company or Reseller is responsible for adding, modifying and inactivating Users.

1.   **Platform.**

Subject to the terms of this Agreement, Reseller agrees to provide to Customer's Users access to the Platform and Software Solution and to develop and implement the Software Solution, for the Term of this Agreement as described in the Service Order.

2.   **Payment Terms.**

a.   Customer agrees to pay the Subscription Fees specified in the Service Order. The fees set forth in the Service Order are exclusive of any sales, use or excise taxes. Any taxes, fees, duties or surcharges levied by any federal, state or local government entity as a result of use of the Offering are the responsibility of Customer. Specifically excluded are taxes assessed solely on the basis of Company's or Reseller's total revenues, income or net worth.

b.   Customer will pay the Subscription Fees monthly in advance within 7 days of the Invoice Date, which shall be the first day of the calendar month to which the Subscription Fees relate. If the Effective Date of the Service Order is any day other than the first day of a calendar month, the Subscription Fees for such month will be pro-rated, and Customer will pay such pro-rated amount within 7 days of the Effective Date.

c.   Reseller reserves the right to suspend or terminate Customer's access to the Offering immediately in the event of a Payment Default, subject to Section 7. Such suspension or termination will not relieve Customer from its obligation to pay amounts due through the date of termination. Reseller may also suspend or terminate Customer's access to the Offering if Customer experiences any adverse changes in business conditions including, but not limited to, if Customer becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors and any involuntary petition if not dismissed within 30 days of filing.

d.   Reseller shall have the right to review and revise the Subscription Fees set forth in the Service Order annually. Reseller shall notify Customer of any change to the Subscription Fees on or prior to each anniversary of the Effective Date, which changes shall apply for the 12 months following such anniversary. Reseller shall not exercise such right more than once in any 12 month period.

3.   Use of Services; Restrictions.

Subject to the terms of this Agreement and the Service Order, Company grants to Customer (1) a limited, non-transferable, non-sublicensable, non-exclusive right to use, and allow its authorized Users to use the Platform solely for Customer's own internal business purposes, in accordance with the terms and conditions of this Agreement and (2) a limited, non-transferable, sublicensable, exclusive right to use, and allow any third party to use, the Software Solution for any purpose, subject to the the terms and conditions of this Agreement. Other than the foregoing right, nothing in this Agreement shall be construed to grant to Customer or any other person a license to access or use the Platform or Software Solution or any software or technology used by Company in the provision of the Offering. Customer shall not (i) disclose, share, or publish the Passwords except to or with its authorized Users. Customer shall maintain the confidentiality of the Passwords in accordance with the terms of Section 8; (ii) copy, download, debug, or attempt to decompile, disassemble, or otherwise reverse engineer or attempt to access or discover any Platform Code, know-how, format, database structure or maintenance, underlying ideas, underlying design techniques, underlying user interface techniques or algorithms of the Platform or allow any other party to do the same; (iii) make or attempt to make any enhancements of, modifications to or derivative works of the Platform; or (iv) resell, sublicense or otherwise provide access to the Platform to any persons other than authorized.

4.   Ownership.

a.   As between the parties to this Agreement, the Platform, the Platform Code, the Platform Enhancements and all copies and portions thereof and all proprietary rights with respect thereto, are, and at all times will remain, the exclusive property of Company ("Company IP"). The Software Solution, the Software Solution Code, the Software Solution Enhancements and all copies and portions thereof and all proprietary rights with respect thereto will at all times remain the exclusive property of the Customer ("Customer IP"). Nothing in this Agreement shall be construed to transfer to Customer, any User or any other person any ownership interest in any of the foregoing. Company reserves all rights to the foregoing that are not specifically granted to Customer in this Agreement.

b.   Reseller represents to Customer that Reseller has the right, through agreement with Company, to provide access to the Offering to Customer on the terms and conditions stated herein, and that, to Reseller's or Company's knowledge, Customer's use of the Offering on the terms and conditions stated herein will not violate any US or South African patent, copyright, trademark or other US or South African intellectual property right of any third party.

c.   Customer shall not: (a) modify, create derivative works from, distribute, or sublicense the Company IP except as explicitly permitted by this Agreement; (b) use the Company IP in any way that allows third parties to use or benefit from the Company IP; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the source code embedded in the Platform.

d.   Reseller or Company will not: (a) modify, create derivative works from, distribute, or sublicense the Customer IP; or (b) use the Customer IP in any way, that allows third parties to use or benefit directly from the Customer IP.

5.   Customer's Obligations.

a.   Customer will notify Company of a material defect, error, question or difficulty in use of the Offering in accordance with *Exhibit A*.

b.   Customer agrees that Company and/or Reseller shall have the right to use, in any manner and for any purpose, any information about the Offering gained as a result of Customer's or any User's use of the Offering. Such information shall include, without limitation, changes, modifications and corrections to the Platform, Software Solution and customer service, help desk and IT metrics, general benchmarks, standards and best practices.

c.   Customer and all its Users use of the Offering will comply with all terms of the Agreement, including the Acceptable Use Policy.

d.   Customer will comply with all (i) relevant export laws and regulations of the United States and South Africa and, to the extent applicable, export and import regulations in other countries or territories ("Export Laws") to ensure that neither the Platform, the Software Solution nor any Code is used with respect to any encryption products, or otherwise to export, directly or indirectly, any item or data in violation of Export Laws; and (ii) all applicable local, state, national and foreign laws, treaties and regulations in connection with the use of the Offering, including those related to data privacy, international communications and transmission of technical or personal data.

e.   Customer shall notify Company immediately of any unauthorized use of any Password or account or any other known or suspected breach of security, and shall notify Company immediately and use reasonable efforts to stop immediately any copying or distribution of Code or Confidential Information that is known or suspected by Customer or any User.

f.   Customer shall ensure that no person who accesses the Offering through the use of a Password issued to Customer or a User will impersonate another user of the Offering or provide false identity information to gain access to or use the Offering. Customer is solely responsible for adding, activating and deactivating Users.

g.   Company does not own or have any responsibility for any Customer Data. As between Customer and Company, Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data, and Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

h.   Customer agrees that, for good cause shown, Company and/or Reseller shall have the right to physically inspect Customer's computer systems and to review related Customer Data solely for the purpose of monitoring compliance with this Agreement.

6.   Service Level Agreement.

Company will use commercially reasonable efforts to (i) maintain the availability of the Platform 24 hours a day, seven days a week, provided that Customer's and Users' rights and remedies with respect to any downtime are solely as set forth in the service level agreement attached hereto as *Exhibit A*, and (ii) provide appropriate technical support services for the Platform directly to Customer as set forth on *Exhibit A*. Company will have no responsibility for hosting, operating, supporting, maintaining, or servicing any of Customer's or third-party-provided hardware or software.

7.   Term and Termination.

a.   The initial term of this Agreement shall be as specified in the Service Order, provided the term will automatically renew for successive 12 month periods if either Customer or Reseller notifies the other at least 60 days prior to the expiration of the then current term.

b.   Reseller may terminate this Agreement on 30 days written notice to Customer in the event of a Payment Default, which notice shall specify the Effective Termination Date.

c.   If Company in its sole and absolute discretion determines that Customer or any User (a) is violating the Acceptable Use Policy, (b) is using the Offering for purposes or in a manner not intended, or (c) otherwise is conducting itself in a manner that could reasonably be anticipated to expose Company or Reseller to liability or that adversely affects the Offering or the use of the Offering by other users, then Company will have the right to terminate immediately and without notice the Passwords and account of the offending User or Customer.

d.   During the initial 12-month period of this Agreement only, Customer may terminate this Agreement with 30 days' advance written notice to Reseller, which notice shall specify the Effective Termination Date.

e.   Upon termination of this Agreement, Customer's and all Users' access to the Offering shall immediately cease, and Company will terminate all Customer and User Passwords, accounts and use of the Offering. Customer shall promptly return to Reseller within 10 days all documentation related to the Platform and all other Confidential Information, including copies thereof except as required to comply with any applicable legal requirement.

f.   The following provisions shall survive the expiration or earlier termination of this Agreement: Sections 3, 4, 7(e), 7(g), 8, 9, 10, 12, 14 and 15 and any other provision which by its nature is intended to survive the expiration or termination of this Agreement. All other rights will cease upon termination.

g.   Company may delete Customer Data from the servers at any time after 30 days following the Effective Termination Date.

h.   Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, or via email or certified U.S. mail, postage prepaid, in each case to the respective addresses of the parties as set forth above or to such other address subsequently provided for the purpose of receiving notices, reports, approvals or consents.

8.   Confidentiality.

a.   Each party agrees to keep confidential and not disclose or use, except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's technology or business that the receiving party learns in connection with this Agreement. Company's and Reseller's Confidential Information include, but is not limited to, the pricing and terms and conditions of this Agreement, Passwords, its features and mode of operation, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, Platform design and architecture, the Platform Code, know-how, format, database structure or maintenance, underlying ideas, underlying design techniques, underlying user interface techniques or algorithms, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, documentation, and other technical, business, product, marketing and financial information, plans and data of the Platform. Customer's Confidential Information includes, but is not limited to, Customer Data and Software Solution Code.

b.   Each party agrees to hold the Confidential Information in strictest confidence and shall not use (except as expressly authorized by this Agreement) or disclose Confidential Information without the prior written consent of the other party during the term of this Agreement and for a period of three years after the termination of this Agreement.

c.   Confidential Information shall not include information the receiving party can document (a) is in or (through no improper action or inaction of the receiving party) becomes part of the public domain; (b) was rightfully in its possession or known by it prior to receipt from the disclosing party; (c) was rightfully disclosed to it by another person without restriction; or (d) was independently developed by it by persons without access to and without use of any Confidential Information of the disclosing party. Each party, with prior written notice to the disclosing party, may disclose such Confidential Information that is required to be disclosed pursuant to the lawful requirement or request of a governmental entity or agency, provided that reasonable measures are taken at the disclosing party's expense to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

9.   Limited Warranty and Disclaimer.

The Offering is provided "AS IS." EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 4(b), COMPANY AND RESELLER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT. Neither Company nor Reseller warrants that the Offering will operate without interruption or be free of error or completely secure, except as expressly provided in the service level agreement.

10.   Limitation of Liability.

COMPANY DOES NOT MONITOR OR EXERCISE CONTROL OVER THE CONTENT OF THE INFORMATION TRANSMITTED THROUGH ITS OFFERING. USE OF THE OFFERING OR ANY INFORMATION THAT MAY BE OBTAINED THEREFROM IS AT CUSTOMER'S RISK. NEITHER COMPANY NOR RESELLER SHALL BE LIABLE FOR ANY LOSS OF DATA WHETHER RESULTING FROM DELAYS, CORRUPTION OF DATA, SERVICE INTERRUPTIONS OR OTHERWISE. IN NO EVENT SHALL COMPANY OR RESELLER BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO DIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL AND INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR LOSS OF REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE OR THE INABILITY TO USE THE SERVICE BY CUSTOMER OR ANY USER. EXCEPT AS PROVIDED IN SECTION 14, IN NO EVENT SHALL RESELLER'S OR COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO COMPANY DURING THE CALENDAR QUARTER IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

11.   Enhancements.

a.   Company may enhance the Platform and/or Software Solution at its sole discretion on an on-going basis. Company makes no representation regarding the nature and timing of Enhancements, if any.

b.   Company and/or Reseller will solicit feedback on the Platform and/or Software Solution from Customer. Customer may request that Company provide specific Enhancements to the Platform and/or Software Solution. Company may accept or reject such a request in its sole and absolute discretion. If Company accepts the request, Company will use its reasonable best efforts to provide the requested Enhancements to the Platform and/or Software Solution.

12.   Indemnification and Defense Obligations.

a.   Customer shall indemnify, defend and hold harmless Company, Reseller and their respective officers, directors, shareholders, employees and affiliates (collectively, "Indemnitees") from and against any and all claims, demands, judgments, suits, actions, damages, liability, losses and expenses (including attorneys' fees and litigation costs) that any Indemnitee may incur as a result of Customer's or a User's breach of this Agreement or any User's use of or inability to use the Offering.

b.   Company shall defend or settle any claim brought against Customer by a third party that the Platform and/or the Software Solution, when used in accordance with the terms and conditions of this Agreement, violate any US or South African patent, copyright, trademark or other US or South African intellectual property right of any third party, provided Company shall retain sole control over the defense and settlement thereof, and provided Customer gives Company prompt notice of any such claim and provides reasonable cooperation to Company at Company's expense in the investigation and defense of such claim. If Company believes, in its sole discretion, that the Platform and/or Software Solution infringes a third party's intellectual property rights, then Company may, at its sole and absolute discretion and at its expense: (a)

procure the right to use the Platform and/or Software Solution as provided herein, (b) replace the Platform and/or Software Solution with other non-infringing service or software with similar functionality, (c) suitably modify the Platform and/or Software Solution so that it does not infringe, or (d) if the foregoing options are commercially unreasonable, terminate this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION 12(b) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMPANY, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT.

13.   Publicity.

Company and/or Reseller may include Customer's name and logo in its brochures, customer presentations, proposals and web site.

14.   Dispute Resolution.

a.   Reseller and Customer will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof (each, a "dispute"). Reseller and Customer agree to use the following process to attempt to resolve any disputes between Reseller and Customer arising out of or in connection with this Agreement, including any alleged breach. Reseller and Customer each shall designate a representative to resolve such disputes. Within ten days after the party asserting a dispute provides written notice via email to the other party, such representatives shall meet or confer by telephone and fully discuss all disputes in an attempt to achieve a prompt resolution. In the event that such dispute is not resolved within ten business days after such initial meeting or discussion by such representatives, the dispute shall be submitted immediately to senior management representatives designated by each party on its own behalf. Within ten business days after the dispute is submitted to the senior management representatives, such senior management representatives shall meet or confer by telephone and fully discuss such dispute in an attempt to achieve a prompt resolution.

b.   In the event of any dispute arising out of or relating to this Agreement that the Parties are unable to resolve, the Parties will in good faith attempt to resolve such dispute through non-binding mediation before a mediator acceptable to both sides. Any dispute not resolved through mediation shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator appointed by the Foundation. The mediation will be held in Stellenbosch, South Africa.

c.   Claims for preliminary and final injunctive relief, other pre-judgment remedies, and claims for breach of intellectual property rights or disclosure of Confidential Information may be brought in any court located in the Western Cape, South Africa. Any counterclaims or cross-complaints to non-arbitrated actions must be brought in the same forum in which the action is adjudicated.

15.   General.

(i) This Agreement is not assignable (including by operation of law), transferable or sub-licensable by Customer without the prior written consent of Reseller; any attempt by Customer to do so shall be void; (ii) Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, or via e-mail or certified South African. mail, postage prepaid, in each case, to the respective addresses of the parties as set forth below; (iii) Any waivers or

amendments shall be effective only if made in writing and signed by both parties. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right; (iv) If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable; (v) This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the Republic of South Africa; (iv) A material breach of this Agreement adversely affecting Company's proprietary rights in the Platform or Company's and/or Resellers' Confidential Information would cause irreparable injury to Company and/or Reseller, as applicable, for which monetary damages would not be an adequate remedy, and that Company and/or Reseller shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law or equity; (vii) This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement; (viii) Company and/or Reseller shall not be deemed to be in default of any provision of this Agreement or be liable for any delay, failure of performance or interruption of the Offering resulting directly or indirectly from any of the following, without limitation: acts of any governmental body; war; insurrection; sabotage; terrorism; embargo; fire; flood; earthquake or other acts of God; strike or other labor disturbance; interruption of or delay in transportation; unavailability or interruption or delay in telecommunications or third party services (including DNS propagation); failure of third party software or hardware or inability to obtain raw materials; supplies; or power used in or equipment needed for provision of the Offering; (ix) Subject to the restrictions stated herein, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns; (x) Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint venturer or agent of the other and shall not bind nor attempt to bind the other to any contract; and (xi) Customer acknowledges and agrees that the ability of Customer to access the Platform is subject to the availability of connection services to and within the Internet and to other network functions within and around the Internet and that the Internet by its nature is not fault-tolerant. Notwithstanding any other provision of this Agreement, neither Company nor Reseller will be responsible or liable for: (1) any alterations of or additions to the Platform or Software Solution by a party other than Company, (2) use of the Platform or Software Solution by Customer in a manner for which it was not designed, or (3) use of the Platform or Software Solution by Customer in a configuration not set forth in the documentation for the Platform or Software Solution or in conjunction with systems, products, or components not reasonably anticipated to be used with the Platform or Software Solution.

Exhibit A

Service Level Agreement

1.   **Limited Warranty.**

a.   Company warrants that the Offering will perform in substantial accordance with the performance criteria set forth in this Service Level Agreement. The foregoing warranty is only for the benefit of Customer, and will only apply if (i) the Offering has been used at all times in accordance with the terms of the Service Agreement, the Acceptable Use Policy and other instructions for use provided by Company; and (ii) no modification, alteration or addition has been made to the Offering by persons other than Company, Company's authorized representatives, or Customer's personnel working in conjunction with Company. Company does not warrant the results obtained through use of the Offering. Additionally, Company is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system of Customer, a User or any third party, nor is Company responsible for problems that occur as a result of the use of the Offering in conjunction with software of third parties or with hardware that is incompatible with the operating system and web browser with which the Offering is intended to be used.

b.   As Company's entire liability and Customer's exclusive remedy for the breach of the foregoing warranty, Company shall, at its sole option, use reasonable efforts to repair or replace the nonconforming elements of the Offering. If neither of the foregoing options is commercially practical, Company will terminate this Agreement and provide a pro-rata refund to Customer for periods following the date of termination.

2.   **Availability.**

Company will use commercially reasonable efforts to make the Offering available for access by Customer and Users, ensuring 99% availability per month of hosted web and mobile back-end services.

3.   **Mechanics for Reporting Unavailability and Credits.**

Customer must report Unavailability (defined below) by either sending an electronic mail to support@journeyapps.com or contacting Company online at http://support.journeyapps.com. Credit to Customer's account shall be Customer's sole and exclusive remedy for unavailability. Credits shall be suspended if Customer is in Payment Default.

4.   **Chronic Outages.**

If Company determines in its reasonable discretion that Customer is experiencing chronic outages, then Company may, in its discretion and at its expense, investigate the nature of the recurring problem. Within ten business days of the conclusion of Company's investigation, Company and Customer technical representatives will discuss the results of the investigation. If Company, in its reasonable discretion, determines that Customer's equipment, network or infrastructure requires upgrades or additions to prevent chronic outages, then Customer shall not be eligible for future credits if Customer does not repair, upgrade or otherwise make required changes. If Customer requests such an investigation and Customer's equipment, network or infrastructure is determined by Company to be the cause of such chronic outages, Customer shall pay Company for the investigation at Company's then current time and expense rates. If a lack of prior

recommended upgrades or additions is the cause of the chronic outages, then Customer shall pay Company for the investigation at Company's then current time and expense rates.

5.   <u>**Restrictions.**</u>

Credits shall not be provided to Customer in the event that Customer experiences Unavailability resulting from (i) scheduled maintenance and as posted and updated from time to time in the Reference section of the Support page of the Offering (ii) Customer's misuse of the Offering or the performance or failure of Customer's equipment, facilities or applications, (iii) Customer's (or its Users' or Customers') violation of the Service Agreement or the Acceptable Use Policy or (iv) circumstances beyond Company's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, terrorism, sabotage, embargo, fire, flood, earthquake or other acts of God, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Offering.

6.   <u>**Definitions.**</u>

<u>Unavailability</u>. Company's Platform and Customer's Software Solution shall deem to be Unavailable if Customer's reasonably upgraded hardware, software and operating system is functioning properly, but cannot achieve access to the Platform and/or Software Solution. Unavailability shall not be deemed to occur as a result of Company maintenance activities; acts of omission by Customer, failure of Customer hardware or software, Vicious Attacks or events beyond Company's reasonable control, including Unavailability due to third party service provider and data center issues, mobile network connectivity and/or mobile device hardware failure.

<u>Vicious</u> <u>Attacks.</u> The term Vicious Attacks includes, but is not limited to hacks, denial of service attacks and malicious introduction of viruses and disabling devices.

7.   <u>**Support and Maintenance.**</u>

a.   Company will use commercially reasonable efforts to respond to all incidents reported within 24 hours from time of notification of the incident from Customer, if the incident is reported during Monday-Friday, 9am – 6pm South African Standard Time, excluding holidays. If the incident is reported at a time other than during Monday-Friday, 9am – 6pm South African Standard Time, then Company will use commercially reasonable efforts to respond by the earlier of (a) within 24 hours of the next-occurring 9am (<u>e.g.</u> if the issue is reported on Monday at 9pm or on Tuesday at 3am, then by Wednesday at 9am), and (b) 48 hours from time of notification of the incident from Customer. Customer is required to respond to Company requests for additional information within one hour.

b.   To obtain support from Company, Users are required to open a support service request online. Users are required to carefully document support issue and answer all the Company questions so Company can efficiently serve Users.

c.   If Users or Customers are having trouble logging into Company, they may be using an incorrect Login ID, Password or Customer ID. Carefully check the login credentials and try again. User and Customer accounts may have been made inactive or locked by the System Administrator. Users and Customers may also have tried too many login attempts with incorrect credentials and, as a security best practice, the Company system may automatically lock the accounts. Users and Customers may not have logged into their accounts for an extended period of time and, as a security best practice, the Company

system may automatically lock the accounts. The System Administrator has the authority to unlock accounts. Due to possible security risks, Company does not have the authority to unlock User and Customer accounts as Company has no way of verifying the identity of Users and Customers.

d. Support is offered to Customer on a good faith, diligent efforts basis only. Company may not be able to resolve every request for support given the interdependency of the Code with, without limitation, Customer desktop browsers, browser plug-ins, firewalls, Web traffic filtering/priority devices and other Customer hardware and software.

e. Support is provided for ongoing use of the Offering; it is not intended to be a substitute for answering "how to" questions, training or professional service necessary for the implementation or system redesign of the Offering. Such services requested by Customer not deemed to be support services by Company shall be charged to Customer at Company's then current rates. Company shall not perform such non-support services without Customer approval. Company, in its sole discretion, has the right to approve or reject whether an issue is a valid request for support.