Standard Terms and Conditions for Provision of Services

SAP North West Africa LTD, Casanearshore, 1100, Boulevard Al Qods, Sidi Maarouf, 20280 Casablanca, Morocco, **("SAP")** and the **Contractor** (whose details appear on the purchase order (the "Order") to which these terms and conditions are attached), hereinafter referred to as "party" and/or "parties", as the context may indicate, agree as follows:

1 SERVICES

The Contractor, having represented to SAP that it has the required skills and expertise, has agreed to provide the services descrbed in the Order in accordance with these terms that will govern, supersede and prevail over all other agreements or arrangements relating to the provision of the such services and all other related services provided by Contractor to or on behalf of SAP. The Order, read together with these terms and conditions, constitute the "Agreement".

2 PAYMENT

2.1 Unless agreed otherwise, the Contractor shall be entitled to invoice SAP on or at any time after provision of the services. Unless otherwise specified in the Order, SAP shall pay the Contractor the amount (plus any applicable Value Added Tax) set out on the Order within 30 (thirty) calendar days of receipt of the Contractor's invoice therefor, into the bank account appearing on the Order.

2.2 The Contractor shall keep accurate records of the time spent by it in performing the services and shall provide Contractor with timesheets detailing the time spent and work done, as may be required by SAP from time to time.

2.3 SAP reserves the right to withhold payment to the Contractor if SAP reasonably determines that the Contractor is not providing the services in accordance with this Agreement and the standards that may be reasonably expected for such services.

2.4 Unless agreed in writing by the parties otherwise, the fees specified in the Order shall be inclusive of all expenses (including out- of-pocket expenses) that may be incurred by the Contractor in providing the services to SAP in terms of this Agreement. Should the Contractor seek reimbursement of any expenses that have been authorised by SAP in writing, related to the agreed services, it shall supply SAP with appropriate evidence of such expenses in a form reasonably acceptable to SAP and it shall itemise such expenses in separate invoices.

2.5 Contractor will not be entitled to any fees in addition to the agreed fees specified in the Order for any variation to the nature and/or scope of the services unless it has obtained written approval for such variation in accordance with SAP's standard variation procedures.

3 DELIVERY

3.1 The services shall be provided at the site and on the date(s) or within the period specified in the Order, in either case during SAP's usual business hours or such other hours as specified in the Order.

3.2 Where the dates of performance of the services or provision of the deliverables is to be agreed after placing the Order, the parties will act reasonably in agreeing such date(s).

3.3 SAP shall be entitled to reject any delieverables/services which are not in accordance with the Agreement/Order, and shall not be deemed to have accepted same until SAP has had reasonable time after any latent defect has become apparent.

3.4 Unless Contractor has shown that it is incapable or providing the services in terms hereof, SAP will notify and allow the Contractor a reasonable opportunity to remedy any defective services. Contractor will remain liable for any costs or losses caused by any defective services. Contractor hereby irrevocably indemnifies and holds SAP harmless against any claim made against SAP arising from Contractor's breach of these terms or any other obligation of Contractor.

3.5 If the services have not been completed and accepted by SAP and if the services are terminated for whatever reason, Contractor will upon request provide all assistance and deliver to SAP that portion of the services it has performed.

4 INTELLECTUAL PROPERTY

4.1 Use of trademarks, copyrights, patents, logos and all other intellectual property rights of any party by the other requires a specific written agreement. The parties hereby agree that ownership of all title, copyright, industrial and intellectual property rights in any content of any kind, including by way of example and without limitation any software, databases, information, works, materials or assets supplied by SAP to the Contractor under this Agreement shall remain vested respectively in SAP. No license is granted under this Agreement on any of the parties' trademarks or any other intellectual property rights.

4.2 The Contractor hereby acknowledges and agrees that any intellectual property, including copyrighted works and trademarks, created by the Contractor in the course and scope of providing the services to SAP, both prior to this Agreement and for the duration hereof, shall vest in SAP. The Contractor will render all necessary assistance to SAP in securing and protecting such intellectual property rights.

4.3 On the termination of this Agreement, the Contractor shall immediately hand over to SAP all such intellectual property in their possession or under their control.

5 CONFIDENTIALITY

5.1 The Contractor undertakes that for the duration of this Agreement and after the expiration or earlier termination of this Agreement for any reason, it will keep confidential all information which SAP from time to time communicates to it or which comes to the knowledge of the Contractor as a consequence of the services to be performed by the Contractor in terms of this Agreement and which is stated to be or by its nature is intended to be kept confidential.

5.2 If the Contractor is uncertain about whether any information is to be treated as confidential in terms of clause 5.1, it shall be obliged to treat it as such until clearance in writing is obtained from SAP.

5.3 The Contractor undertakes not to disclose or use any information to be kept confidential except to the extent that the disclosure is bona fide and necessary for the purposes of carrying out its duties to SAP in terms of this Agreement.

5.4 The provisions of this clause 5 shall survive the termination or cancellation of this Agreement for any reason whatsoever. A breach of this clause 5 shall constitute a material breach of this Agreement for the purposes of and as contemplated in clause 5.

6 BREACH AND TERMINATION

6.1 If either party:

6.1.1 commits any breach of this Agreement and fails to remedy the breach within 14 (fourteen) calendar days after receipt from the other party of written notice calling upon it to do so;

6.1.2 (a) commits an act of insolvency within the ambit of Section 8 of the Insolvency Act, No 24 of 1936 or is deemed unable to pay its debts within the ambit of any relevant legislation, (b) is deregistered or applies for deregistration, or (c) is subject to application for the provisional winding up or judicial management of such party, or a special resolution is passed for the winding up of such party; or

6.1.3 has judgment taken against it and fails to satisfy or apply to have same set aside within 7 (seven) calendar days of becoming aware thereof;

then the other party may, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement:

(a) enforce specific performance of the terms of this Agreement; or

(b) cancel this Agreement; and

(c) in either event, recover such damages as it may have sustained.

6.2 The Contractor may not institute a claim against SAP arising from the terms of this Agreement or performance in terms thereof more than 1 (one) year of the purported cause of action arising.

6.3 SAP shall be entitled to cancel the Order in respect of all or part only of the services/deliverables by giving notice to the Contractor at any time prior to its delivery or performance, in which event SAP's sole liability shall be to pay the Contractor the agreed fees payable to Contractor for providing and completing services up to and including the date of such termination.

7 WARRANTIES AND LIABILITY

7.1 The Contractor warrants and represents to SAP that the services will be performed and any deliverables provided, by appropriately qualified and trained personnel and with due care and diligence and to such high standard of quality as it is reasonable for SAP to expect in all the circumstances so as to meet any dates agreed by the parties.

7.2 The Contractor and its personnel shall in providing the services comply with any applicable and prescribed regulations of SAP.

7.3 The Contractor further warrants and represent that:

7.3.1 the Contractor is registered for Value Added Tax purposes, if applicable;

7.3.2 the Contractor has adequate third party and public liability insurance;

7.3.3 it has full right and authority to enter into and properly perform its obligations under the Order;

7.3.4 it is at all times an independent contractor and nothing in this Agreement nor the operation of this Agreement shall render or be deemed to render the Contractor or any of its personnel an employee, agent or partner of SAP; and

7.3.5 it shall compy with all applicable regulations or other legal requirements concerning the performance of the services.

7.4 The Contractor shall indemnify SAP in full against all liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred by SAP as a result or in connection with:

7.4.1 breach of any warranty given by the Contractor in relation to the services;

7.4.2 any claim that the provision of the services infringe, or their importation, use or resale infringes patent, copyright, design right,trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by SAP; and

7.4.3 any act or omission of any of the Contractor (or it's's personnel) in connection with the provision of the services.

8 DOMICILIUM AND NOTICES

8.1 The parties choose their respective *domicilium* addresses for all purposes hereunder at the addresses set out in the Order.

8.2 Any party may from time to time, by written notice to the other(s), vary its *domicilium* address to any other address.

8.3 All notices given in terms of this Agreement shall be in writing and any notice given by any party to another (the "addressee") which:

8.3.1 is delivered by hand shall be deemed to have been received by the addressee on the date of delivery;

8.3.2 is transmitted by telefacsimile, shall be deemed to have been received by the addressee on the first working day after the date of receipt of the receiving instrument.

8.4 It shall not be permissible to give any notice relating to a dispute, demand, breach, legal proceedings, renewal, cancellation or termination by e-mail.

9 GENERAL

9.1 This Agreement constitutes the entire Agreement between the parties with regard to the subject matter hereof.

9.2 No alteration or variation to, or consensual cancellation of this Agreement shall be of any force or effect, unless it is recorded in writing and signed by all the parties.

9.3 No failure or delay by a party to enforce any provision of this Agreement shall constitute a waiver or suspension of such provision or affect in any way a party's right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself.

9.4 Neither party may cede its rights and/or delegate its obligations under this Agreement without the prior written consent of the other party, provided that SAP shall be entitled to cede its rights and/or delegate its obligations under this Agreement to any company in the SAP Group without the consent of the other party.

9.5 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the parties agree to negotiate in good faith an amendment to remove the invalidity.

9.6 Unless otherwise agreed in writing between the parties, neither party shall for the duration of this Agreement and for a period of 12 (twelve) months after expiry or termination thereof for its own benefit or as a representative of or agent for any third party, persuade, induce, encourage, procure or solicit (or procure such persuasion, inducement, encouragement, procurement or solicitation of) the personnel of the other party or of the SAP Group:

9.6.1 to become employed, or interested, directly or indirectly in any manner whatsoever, by it or in any business which is in competition with the business carried on by the other party; or

9.6.2 to terminate his/her employment with the other party or with the SAP Group; or

9.6.3 to disclose any Intellectual Property of the other party or the SAP Group to any person not authorised by the owner of the Intellectual Property to receive it.

9.7 Each party acknowledges that it does not enter into this Agreement on the basis of and does not rely on any representation, warranty or other provision, whether express or implied, except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by the law of the Republic of South Africa.

9.8 Each party warrants that it is acting as principal and not as agent for any other person, whether disclosed or otherwise.

9.9 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.

9.10 If any party is awarded costs by an arbitrator or court, he shall be entitled to be reimbursed by the other party on the basis of Attorney and own Client charges.

9.11 If any conflict arises in respect of the provisions contained in these terms and conditions and the Order, the provisions contained in these terms and conditions shall prevail.

9.12 The terms and conditions contained on the Contractor's quote/proposal, and/or invoices shall not apply to supplement or supersede any provision of this Agreement.

9.13 SAP does not expressly or impliedly give any warranty or guarantee in respect of any third party software, including warranties or guarantees as to functionality, fitness for a particular purpose, uninterrupted use, merchantability or absence of any error of code or media and any warranties imposed by law are similarly excluded. SAP accepts no liability of any nature arising out of or caused by any defect or failure in/of such software.

9.14 The provisions of this Agreement have been settled by negotiation and each party was free to secure independent legal advice. The rule of construction that clauses must be interpreted against the party principally responsible for drafting does, will therefore not apply in the interpretation of this Agreement.

9.15 Neither party shall be liable for any failure to fulfil its obligations under this Agreement if and to the extent that such failure is caused by flood, fire, earthquake, war, tempest, hurricane, industrial actions such as strikes, riots, lock-outs and trade disputes, vis major, acts of God or government restriction and then only to the extent that such event or happening hinders the performance of the parties obligations as set out herein.

9.16 Under no circumstances shall SAP be liable for an amount of damages in excess of the fees paid for the applicable services under this Agreement, directly causing the damages, or be liable in any amount for special, incidental, consequential or indirect damages, loss of good will or business profits, work stoppage, data loss, and any and all other commercial damages or loss, or exemplary or punitive damages.

10 DISPUTE RESOLUTION

10.1 In the event of any dispute between the parties arising in connection with this Agreement, the parties shall use all reasonable endeavours to resolve the matter on an amicable basis. No recourse to judicial courts by one party against the other under this Agreement shall take place unless a period of not less than 30 (thirty) days have expired after the date on which the parties commenced efforts to resolve the dispute on an amicable basis.

10.2 Upon failure to resolve the dispute in accordance with the procedures set forth in clause 10.1 above, the unresolved dispute may be referred as follows.

10.3 All disputes will be subject to the exclusive jurisdiction of the courts located in South Africa. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

10.4 Nothing in this clause 10 shall preclude either party from seeking any interim or interdictory relief from any competent court having jurisdiction pending the institution of any court proceedings in terms of this clause 10.

11 PURCHASING ETHICS

Contractor will comply with the SAP Supplier Code of Conduct available at http://www.sap.com/supplier-portal-code-of-conduct-en as of the final execution date of the respective Purchase Order. Upon Contractor's request, the applicable version of the SAP Supplier Code of Conduct can also be provided in writing by SAP. Contractor acknowledges that SAP may change the Supplier Code of Conduct in its sole discretion from time to time without further notice to Contractor.