



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

1. Introduction

- 1.1 This Support Automation Software License Agreement regulates the support services to be rendered by Mint as well as the respective rights and obligations between You and Mint.
- 1.2 This Support Automation Software License Agreement (hereinafter referred to as the "SASLA") is a legal agreement between You and Mint. By clicking "Accept" and/or downloading, installing, and using this software, You are indicating electronic acceptance of the terms of this SASLA, including its warranty, disclaimers and limitation of liability provisions.
- 1.3 Take note that if You do not want to accept the terms of this (SASLA), do not click "Accept", download, install or use this software, as doing any of these actions will be deemed binding acceptance of the terms of this SASLA.
- 1.4 You acknowledge and agree that Mint may amend this SASLA, in its sole discretion, at any time, and the amendments will be effective as soon as they are posted through the Software or on the Mint Website for the Software or when Mint notifies You by any other means.
- 1.5 By downloading, installing, accessing or using this SASLA, You agree that You are receiving IT Services and remote support.
- 1.6 Warning: By downloading or installing, You will permit Help Desk Staff to remotely access your server, workstation, or PC. You are responsible and liable for the following:
 - a. Ensuring that the person accessing your computer has the authorisation to do so.
 - b. Confidentiality and the securing of your data, software, and hardware.
- 1.7 You agree that Mint is not responsible or liable for the following:
 - a. Access by third parties, with or without your authorisation, to your data, software, or hardware.

- b. Exploitations of security gaps, weakness, or flaws (whether know or unknown) that may exist in the equipment used to provide the hosting services.

- 1.8 You agree that Mint is not responsible for bad memory, failure of hard drives, power supply, motherboards, or any other hardware failure that may occur under normal use.
- 1.9 Mint will also not be responsible for data loss, although we will attempt to minimise the chance that data loss will occur.
- 1.10 You therefore agree to regularly check the website for updates to the SASLA.
- 1.11 You agree that it is important that you review this SASLA whenever it is amended because Your continued use indicates Your agreement to the amendments.
- 1.12 If You do not agree to any amendment, You must immediately stop using the Software and terminate this SASLA.
- 1.13 If You are accepting these terms on behalf of another person, company, or other legal entity, You warrant that You have the full authority to bind that other person, company or legal entity to these terms.

2. Definitions

For purposes of this Agreement the following words shall have the provided meanings:

- a. "Activation Key" means an alphanumeric code that enables You to activate and use the software.
- b. "Affiliates" means any legal entity that owns, is owned by or is in common ownership with a Party .
- c. "Agreement" means this document together with any schedules, annexes, or appendices thereto.
- d. "Applicable Laws" shall mean all national, provincial, local and/or municipal legislation, regulations, statutes, by-laws, ordinances, guidance notes, Consents and/or laws of any relevant Governmental Authority and/or any other instrument



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

- having the force of law as may be issued and in force from time to time relating to or connected with the activities or the engagement between the Parties as contemplated under this Agreement.
- e. "Confidential Information" shall mean any and all information relating to either Party's business information (technical, commercial, operational, financial) and business relationships including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, Intellectual Property and Personal Information, disclosed either directly or indirectly in writing, orally or visually and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Agreement.
- f. "Consent" shall mean any voluntary, specific, and informed expression of will in terms of which permission is given for the Processing of Personal Information.
- g. "Data" shall mean any data, including Personal Information as defined in the Data Protection Act 2018 and GDPR and any other Applicable Laws.
- h. "Data Protection Officer" shall have the meaning ascribed to in terms of the Data Protection Act 2018 and GDPR.
- i. "Data Subject" shall mean any natural or juristic person to whom the Personal Information relates in terms of the Data Protection Act 2018 and GDPR.
- j. "Documentation" means the then-current information regarding the Software that is provided or made available to You by Mint, either in print or electronic form and which may include operation instructions, end-user manuals, installation guides or release notes regarding the use of the Software.
- k. "Effective Date" shall mean the Signature Date of this Agreement.
- l. "Helpdesk Services" means the service desk support of Mint to assist with support related requests.
- m. "
- n. "Intellectual Property" shall mean all work product generated by each Party including, but not limited to, any and all information, notes, material, drawings, records, diagrams, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets; and includes the various methodologies, procedures, processes and techniques, models (including, without limitation, function, process, system and data models), templates, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems which each Party has created, acquired or otherwise has rights in.
- o. "Marketplace" means an online directory, catalogue or marketplace of applications or modules that interoperate with the Software.
- p. "Non-Inductive Automation Application" refers to a web-based, mobile, offline, or other software application or module functionality that interoperates with the Software and that is provided by You or a third party and/or listed on a Marketplace.
- q. "Parties" shall mean the parties to this Agreement collectively, and "Party" means either one of them individually, as the context requires.
- r. "Personal Information" shall mean any personal information as defined in the Data Protection Act 2018 and GDPR or any other applicable data protection legislation relating to an identifiable, natural or juristic person, including information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, online identifier or other particular assignment to a person, location information, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as the personal opinions, views or preferences of the person correspondence sent by a person that is implicitly or explicitly of a



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

private or confidential nature or further correspondence that would reveal the contents of the original correspondence.

- s. "
- t. "Processing" shall have the meaning ascribed to it in terms of the Data Protection Act 2018 and the GDPR.
- u.
- v. "Software" means the software provided by Mint and its software modules and all versions, enhancements, modifications, improvements, derivatives, updates, and new releases thereof.
- w. "You" and "Your" means the person, company or other legal entity which is downloading, installing, or using the software, and any successor or assignee of same.
- x. "Warranty Period" has the meaning as set forth in section 9.1.

3. Commencement ,Duration and General Processes

- 3.1 This SASLA takes effect upon Your clicking "accept", indicating your acceptance electronically or upon Your downloading, installing, and using the Software and remains effective until terminated.
- 3.2 You may terminate this SASLA at any time.
- 3.3 This SASLA will terminate automatically if You violate its terms and conditions.
- 3.4 Upon termination, You shall cease using this Software.
- 3.5 Termination of this SASLA will automatically terminate all licenses granted herein.
- 3.6 Any termination of this SASLA will not affect Mint's rights to any payments that are due to it. In the event of early termination, Mint shall only refund the amount of the contract price that is related to the period between the early termination date and the originally intended end of the contract term. The amount of the contract price which relates to the contract period before the termination date will not be refunded.
- 3.7 Process during registration:

- a. Mint will provide a registration form. It is Your responsibility to fill out and submit the registration form in order to enter into this SASLA with Mint.
 - b. All the information collected through the registration form will be treated as strictly confidential and will only be used for the purpose of concluding this SASLA and its services.
 - c. After You have filled in and submitted the registration form, Mint shall process the information within 5 days or as soon as reasonably possible thereafter. If no further inquiries are necessary in respect of processing Your data, Mint will send a confirmation email to Your responsible contact person.
 - d. You agree that this confirmation email is a binding part of the SASLA and reflects all the information provided by You when the registration form was completed. Mint will therefore not be held responsible for any errors by Yourself with respect to the completion of the registration form.
 - e. After You have paid the invoice, the term of the SASLA begins.
- ### 3.8 Process after Registration
- a. The person responsible for the service agreement on Mint's side and the contact details are listed in Annexure 2.
 - b. The person responsible for the service agreement on Your side and the applicable contact details are provided by You when completing the registration form.
 - c. You and Mint may nominate new responsible parties at any time in writing.
 - d. The service hours during which Mint Helpdesk will be reachable and the response times will depend on the service level chosen and are listed in Annexure 1.
 - e. Mint can be reached by phone or email as mentioned in Annexure 2. For inquiries, You are requested to provide the completed case report beforehand as this will make the case resolution process more efficient.
 - f. The case resolution report will be provided to You in electronic form and is available on the Mint website. On request of Mint, You shall determine priorities, if more than one request is pending.



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

- g. Mint may offer upgrades, updates, or enhancements to, the Software from time to time.
- h. Mint may, at its option and as part of its sales policy, make such support services and upgrades, updates, and enhancements available to users with Registered Instances of the Software under terms to be determined from time to time by Mint.
- 4. Support Services offered by Mint**
- 4.1** Mint offers remote service support levels for Microsoft Dynamics Business Central/NAV on the Tele | Blue | Bronze | Silver | Gold | Platinum Support package.
- 4.2** These support levels and the services to be rendered in connection with the chosen levels are described in Annexure 1.
- 4.3** You have chosen the service level in the registration form.
- 4.4** Mint may amend this Annexure from time to time. The updated Annexure 1 will be available on our website.
- 4.5** Mint will also reasonably endeavour to provide a new version to You at least 120 days before the end of the contract term. It is however agreed by You that it Your responsibility to regularly check the website for any updates or amendments.
- 4.6** Should no objection be received against such a new version within 20 days after receipt, then the new version of Annexure 1 shall be deemed to be accepted. You therefore agree to regularly check such website for updates to the SASLA.
- 4.7** If You do not agree to any amendments to Annexure 1, You must immediately stop using the Software and terminate this SASLA.
- 4.8** Mint may nominate third parties to carry out services under this SASLA. These third parties shall remain under Mint's responsibility.
- 5. Payment and Renewal**
- 5.1** You shall pay the purchase price set out on the registration sheet of this ASLA. Payment shall be made in full and in cleared funds.
- 5.2** **ALL SALES ARE FINAL.**
- Save where indicated otherwise, Mint will have no obligation to return or refund any payments related to any item acquired under this SASLA. This provision will not limit any rights You may otherwise have under an end user agreement.
- 5.3** **Renewal:**
- 5.3.1** All enhancement and Helpdesk Services subscriptions will automatically renew on the expiration date set out on the cover sheet of this ASLA and each anniversary thereof for a period of twelve (12) months unless You cancel such subscription by written notice no less than 90 (ninety) days before the expiration date or such anniversary.
- 5.3.2** All renewal fees must be paid in full within the 45 (forty-five) day period prior to renewal. Any delays in payment may result in cancellation of enhancement or suspension of Helpdesk Services. Mint reserves the right to charge additional fees for re-activation of enhancement (and in particular will do so where such additional fees are imposed under the third-party terms).
- 5.3.3** If You order additional support for supported software (such as additional modules or additional users to an existing license) the expiration date for such additional Items shall be the same as that for the original Item.
- 6. License Grant**
- 6.1** **License:**
- 6.1.1** You acknowledge and agree that the Mint shall retain all pre-existing rights of ownership in and to the Software, for the entire duration of this Agreement.
- 6.1.2** Subject to fulfilment of 6.1.3 below, Mint will grant You a worldwide, perpetual, personal, non-exclusive, non-transferable, and non-sublicensable license to download, install and use the Software and its documentation solely for Your internal business purposes pursuant to the terms of this SASLA.
- 5.1.3** Take note that the granting of this license is subject to Your compliance with all the terms and conditions of this SASLA, Your timely payment of all the applicable license fees and Your compliance with the activation process.

Commented [AC1]: Please see updates.



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

5.1.4 Mint reserves all other rights in and to the Software and Documentation not granted to You in writing herein.

5.2 Limited Rights versions:

5.2.1 If the software or support version You acquired is marked or otherwise identified as intended solely for a specific or limited use, then You may only use it as so specified.

5.3 Registered Instance:

5.3.1 After You activate the software, You have a registered instance of the Software. You are licensed to activate only the number of instances of the Software corresponding to the number of Activation Keys that You received from Mint.

5.4.1

6. Restrictions

6.1 Design and Use Restrictions:

6.1.1 You may not reverse engineer, decompile, disassemble, or create derivative works based on the Software or Documentation, or work around or bypass any technical restrictions or limitations to the Software, except and only to the extent that such activity is expressly permitted by applicable law.

6.1.2 You may not convert the Software or its parts to a different computer language or environment, either manually or using an automated conversion tool, such that the Software or any modification thereof will run under any language, software, or program other than that implemented by Mint.

6.1.3 You may not remove, minimise, block, or modify any logos, trademarks, copyright notices or other notices of Mint or its licensors that are included in the Software or Documentation.

6.1.4 You may not sublicense, rent, lease, sell, trade, resell, modify, duplicate, reproduce, copy, transfer or lend the Software without Mint's written consent.

6.1.5 You may not publish or publicly distribute any Activation Keys, serial numbers, access codes, passwords or other end-user specific registration information that would allow a third party to activate the Software without a valid license from Mint.

6.2 Hosted Systems:

6.2.1 You acknowledge and agree that hosted commercial systems for the benefit of a third party are prohibited unless You obtain a special provider license from Mint.

6.2.2 You will not permit any third party to benefit from the use or functionality of the Software via a rental, lease, timesharing, service bureau, hosting service or other arrangement except pursuant to a special service provider license from Mint.

7. Data

You acknowledge and agree that Mint may:

7.1 collect and process technical and related information about your use of the Software, which may include, without limitation, modules installed, usage statistics, Software version, country, language, time zone, CPU architecture, memory size and similar data; and

7.2 create certain aggregated, de-identified information related to the Software environment, performance, and other usage information.

7.3 You authorise Mint to use such data to support and troubleshoot, analyse trends and benchmark, and test and improve the Software.

8. Ownership and Intellectual Property

8.1 All Intellectual Property belonging to either of the Parties shall remain the property of such Party and the other Party will not acquire any right, title, or interest in and to such Intellectual Property.

8.2 Where You have a licence to use Products, such license is granted on a non-exclusive and non-transferable basis.

8.3 Mint retains all right, title, interest in and to the Software and any Documentation, including any enhancement, updates, upgrades, modifications, improvements, and derivatives thereof and all intellectual property rights therein.

8.4 You agree not to prevent or seek any legal action to prevent Mint from developing any updates, enhancements, modifications, improvements, or upgrades to the Software.

8.5 Mint grants no rights in terms of patents, copyrights, trademarks, or other intellectual property rights.



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

9. Warranties for Developed and Licenced Software

- 9.1 Mint represents and warrants that the Services will confirm in all material respects with the Documentation provided to You by Mint for a period of thirty (30) days from the date You first use your Activation Key to activate the Software ("Warranty Period"). This warranty shall be void if the non-conformity is caused by Your failure to use the Software in accordance with the Documentation or comply with the terms and conditions of this SASLA. Save to the extent as indicated above, Mint makes other no representations or warranties regarding the Software or Documentation:
- 9.1.1 The Software and Documentation are provided on an "as is" and "as available" basis.
- 9.1.2 Mint therefore expressly disclaims any and all warranties whether express or implied, statutory, or otherwise regarding the Software and Documentation.
- 9.1.3 This disclaimer includes any implied warranty of title, non-infringement, merchantability, fitness for a particular purpose, non-interruption of use and freedom of bugs.
- 9.1.4 Mint makes no warranty that the Software will meet Your requirements or that the Software will be uninterrupted or error-free.
- 9.1.5 Nor does it make any warranty that any defects in Software will be corrected or that the software will be compatible with any other hardware, software, or service.
- 9.2 Mint shall under no circumstances be liable for any damages arising from:
- You effecting any changes, modifications or enhancements to the Services, Developed Software and/or Software without Mint's prior written consent;
 - force majeure events.
 - operator error on the part of Yourself, third Party software or software supplied to or obtained by You from any entity other than Mint except at Mint's election; or
 - the intentional or negligent act or omission of any person who is not a member of the Your staff or is not under Your control.
 - External internet related factors such as any viruses, worms, trojan horses, or other undesirable data or Software or unauthorised

users that may attempt to obtain access to and damage your data, websites, computer, or networks.

- 9.3 Whilst Mint undertakes to reasonably attend to attend to requests to correct software errors (both during and after the warranty period), it cannot guarantee that the operation of the Developed and Licensed Software will be uninterrupted or error-free or that all the Developed and Licensed Software errors identified after the Warranty Period will be corrected.
- 9.4 Any errors that require correction after the Warranty Period, will be handled in accordance with Mint's SLA (service level agreement) policy and You agree that You have a duty to inform Mint of any errors that it requires Mint to correct.
- 9.5 Other than the warranty provided by Mint for the Warranty Period, Mint disclaims all other warranties with respect to the Services, Software, and Developed Software, whether expressed or implied.

10. Indemnity

- 10.1 You indemnify Mint and its directors, officers, employees, contractors or agents against damage cost or expense (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the use of Mint services, Information, and/or products that is based on the Your or Your Representatives' conduct, action or inaction.
- 10.2 You agree to indemnify Mint against any claims that a Non-Inductive Automation Application provided by You and used with this Software, infringes, or violates any third-party intellectual property rights.
- 10.3 Your use of the Software in an unlawful or unauthorised manner or in violation of the Documentation.
- 10.4 This indemnification extends to the duties of the Operator or Sub-Operator to comply with the GDPR and Data Protection Act 2018 and/ or other data protection laws.
- 10.5 The Parties undertake to notify the other immediately upon any request from a Data Subject which necessitates that the Party needs to cease processing certain



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

Personal Information, if one of the Parties is obligated to assist the other in enforcing a Data Subject's rights in terms of the Data Protection Act 2018 or other applicable laws, or any other instance that would result in the Parties no longer being authorised to process certain data.

11. Limitation of liability

- 11.1 Mint's entire liability and Your sole remedy for breach is:
- 11.1.1 the replacement of the Software not meeting the limited warranty period as specified; or
- 11.1.2 If Mint is unable through reasonable efforts to deliver replacement Software which meets the limited warranty, You may terminate this SASLA and Mint will refund You the fees You paid under this SASLA for the non-compliant software.
- 11.1.3 The aggregate liability of each Party to the other, whether in contract, delict or otherwise, shall not exceed the total amount payable by You in terms of this Agreement.
- 11.2 Both Parties shall not be liable, whether in contract, delict or otherwise, for any indirect or consequential damages including, but not limited to, loss of data, loss of profits, loss of custom, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract or otherwise.
- 11.3 Nothing in this Agreement shall exclude or limit either Party's liability in relation to:
- death or personal injury caused by negligence or wilful or reckless misconduct of that Party.
 - any fraud or fraudulent misrepresentation of that Party or any other criminal act which leads to such Party suffering a Loss.
 - any liability which cannot be excluded by law by that Party; and/or clauses that relate to Indemnity, Intellectual Property Rights) and Confidentiality.

12. Intellectual Property Infringement

- 12.1 If the Services or any component thereof becomes, or in Mint's reasonable opinion is likely to become, the subject of an

Intellectual Property infringement claim or proceeding, Mint shall use reasonable efforts to secure the right to continue providing the Services and/or for You to continue using the Services. In the event that despite reasonable efforts, this cannot be accomplished by Mint, Mint shall discontinue the affected part of the Services and Mint's charges shall be equitably reduced to reflect the reduction in the value of the Services to You, provided that the aforementioned remedies shall be Your sole remedies in respect of any such intellectual property infringement claim.

- 12.2 Mint shall, in the case where an Intellectual Property infringement claim is brought against You, defend such claim, at its cost, provided that in respect of all such claims, You:
- gives prompt notice to Mint of such claim and Mint controls the defence thereof.
 - takes all reasonable steps to mitigate any loss or liability in respect of the claim; and
 - does not compromise or settle the claim in any way without Mint's prior written consent.

13. Data usage and protection

- 13.1 Mint and Yourself shall comply with all Data use and Data protection requirements as may be applicable to the engagement between the Parties, as dictated by Mint's Data protection policies in force from time to time, and any applicable legislative requirements and the.
- 13.2 The Parties warrant that it will Process Personal Information submitted to it by the other strictly within the bounds of the instructions received from You.
- 13.3 The Parties undertake to notify each other immediately of:
- any request from a Data Subject which results in a Party's obligation to cease Processing certain Personal Information.
 - any instance in which one of the Parties is obligated to assist the other with enforcing a Data Subject's rights as set out in the Protection of Personal Information Act, 2013 or any other Applicable Laws.



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

c) any instance that would render either of the Parties unauthorised to continue Processing certain Personal Information of Data Subjects.

13.4 You agree to indemnify and hold harmless Mint and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs, or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to any unauthorised use and processing of Personal Information by You as defined in any applicable data protection law of any third party.

14. Third Party Software

14.1 The Software may incorporate, embed, or be bundled with third party software which requires You to accept and agree to be bound by notices and/or additional terms and conditions.

14.2 By accepting this SASLA, You agree to review such terms and conditions, if any, and Your use of the Software will be deemed to be Your acceptance thereof.

15. Your responsibilities

15.1 You shall:

- a) co-operate with Mint in all matters relating to the Helpdesk Services and provide in a timely manner such information relating to the Items as Mint may reasonably require for the delivery of the Helpdesk Services, and ensure that such information is accurate in all material respects;
- b) provide in a timely manner such access to Your personnel, systems, data, and other facilities, as is reasonably requested by Mint for the delivery of the Helpdesk Services;
- c) ensure that Mint is able to remotely access the Supported Software in order to allow Mint to perform the Helpdesk Services;
- d) allow Mint upon request to access Your desktop(s) remotely in order to diagnose, duplicate and test issues and incidents;
- e) ensure that appropriate environmental conditions are maintained for the Supported Software and shall take all reasonable steps to ensure that the

f) Supported Software is operated in a proper manner by Your personnel; and ensure that Your IT systems are and remain in good working order and conforms to all industry standards or requirements.

15.2 You agree that If Mint's performance of its obligations under this SASLA is prevented or delayed by any act or omission of Yourself, Your agents, subcontractors, consultants, or employees:

- a) Mint shall not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay;
- b) Mint shall be entitled to reasonably extension of any applicable deadlines or target dates for the performance of its obligations under this SASLA; and
- c) You shall pay to Mint, on demand, all reasonable costs, charges, or losses sustained or incurred by Mint (including any direct, indirect, or consequential losses, loss of profit and loss of reputation, loss or damage to property loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from such act or omission.

16. Force Majeure

Mint shall have no liability to You under this SASLA if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Mint or any other party), failure of a utility service or transport, failures or fluctuations in electrical power or telecommunications service, telecommunications network or other equipment, expropriation, condemnation of facilities or destruction, in whole or part, of the equipment or property necessary to perform the services under this SASLA, internet service provider failure or delay, act of God, war, riot, civil commotion, malicious damage, compliance with any Laws or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of sub-contractors.

17. Breach



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

- 17.1 If a Party ("Defaulting Party") commits any breach of this Agreement and fails to remedy such breach within 30 (thirty) business days ("Notice Period") of written notice requiring the breach to be remedied, then the Party giving the notice ("Aggrieved Party") will subject to clause 11, be entitled, at its option:
- a) to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice; or
 - b) the replacement of the Software not meeting the limited warranty period as specified.
 - c) A breach will be deemed to be a material breach if:
 - i) it is capable of being remedied, but is not so remedied within the Notice Period; or
 - ii) it is incapable of being remedied or is not remedied within the Notice Period.
 - d) If any of the Parties to this Agreement become aware of a possible condition or event which could cause a material breach, prompt written notice will be given to the other Party no more than 7 (seven) business days after becoming aware of this condition and/or event and will both Parties use their reasonable best efforts to prevent such a potential breach or remedy the condition or event.

18. Applicable Law and Jurisdiction

- 18.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of England and Wales.
- 18.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of England and Wales in any dispute arising from or in connection with this Agreement.

19. General

- 19.1 Save to the extent as indicated otherwise, this Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term, or condition relating to the subject matter of the Agreement not

incorporated herein, shall be binding upon either of the Parties.

- 19.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by both the Parties.
- 19.3 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 19.4 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 19.5 Any provision or clause of this Agreement, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect.
- 19.6 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated, or assigned by either Party without the prior written consent of the other Party, save as otherwise provided herein.
- 19.7 Any consent or approval required to be given by either Party in terms of this Agreement will, unless specifically otherwise stated, not be unreasonably withheld.
- 19.8 This SASLA will be binding upon and to the benefit of each Party's permitted successors and assigns.



Create tomorrow

MINT'S ERP SUPPORT TERMS AND CONDITIONS

19.9 Helpdesk services provided by Mint are provided subject to these Terms and Conditions.

19.10 All other maintenance or support programs or agreements listed on the cover page of this SASLA are subject to end user license agreement and other terms and conditions provided by the manufacturer or licensor of such Items or the software to which such Items relate ("**third party Terms**"). You acknowledge that You shall be bound by, and agrees to comply at all times with, such third-party Terms.

20. Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

21. Entire Agreement

Depending on the context, either of the following scenarios will apply.

- 21.1 You have an existing support agreement with Mint.
 - 21.1.1 Notwithstanding anything to the contrary, during the time period that any separately signed master agreement is in effect between You and Mint, such separately signed master agreement shall prevail over any inconsistent or conflicting terms of this SASLA.
- 21.2 You have no prior support agreement with Mint:
 - 21.2.1 This SASLA and its annexures is the entire agreement between You and Mint relating

to your downloading, installation, and use of the Software and Documentation.

- 21.2.2 You acknowledge and agree that this SASLA controls all aspects of the relationship between You and Mint and supersedes all written and oral statements, promises or representations, whether or not such actions were made before or after Your acceptance of this SASLA.

22. Corrections

There may be information on the Application that contains typographical errors, inaccuracies, or omissions that may relate to the Application, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Application at any time, without prior notice.

23. Notices and Communication

All notices must be in writing and will be treated as delivered on the day received at the address, date shown on the return receipt, email transmission date, or on date of courier or fax confirmation on delivery. Notices to Mint must be to the address as stated on the order.