

MASTER SERVICE AGREEMENT

BACKUP AND RECOVERY SERVICES

This agreement is entered into between:

Knox Findata (Pty) Ltd, based in Sandton, Johannesburg ("Knox") and

Client company name: _____

Registration number: _____

Represented by (name and capacity): _____

Email: _____

together "the Parties", effective from the commencement date in Schedule A.

1. Service

- 1.1 Knox provides automated backup, monitoring and recovery of the Client's financial data, meaning the accounting and payroll databases identified and recorded in writing at onboarding ("the Scope").
- 1.2 Knox does not back up full servers, email or any data outside the recorded Scope. Responsibility for such data remains with the Client or its IT service provider.
- 1.3 The Client will notify Knox in writing of changes affecting the Scope, including new company databases, server changes and financial year-ends, where these are not already managed under the selected tier.

2. Tier and Inclusions

- 2.1 The Client subscribes to the tier selected in Schedule A. The inclusions of each tier are as published at www.knoxfindata.co.za on the commencement date and are incorporated into this agreement.
- 2.2 Knox may improve inclusions at any time. Material reductions require one calendar month's written notice.

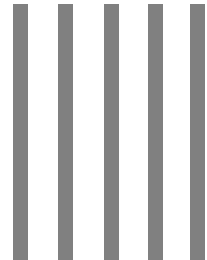
3. Fees and Billing

- 3.1 Prior to service commencement and software installation, the first month's prorated fee and the once-off onboarding fee are payable via EFT.
- 3.2 Fees are billed monthly in advance by debit order through Netcash (Pty) Ltd under the mandate signed by the Client. A once-off onboarding fee of R890 applies.
- 3.3 An administrative penalty of R280 applies for any missed debit orders.
- 3.4 Knox is not currently registered for VAT and no VAT is charged. Should Knox become VAT registered, VAT will be added to fees as required by law.

Initial: Client: _____

Initial: Service Provider: _____





- 3.5 Software support is billed separately at R830 per hour, or R770 per hour for Knox Elite clients, in 30-minute increments, remotely via TeamViewer. Software support comprises both backup software support and Sage Pastel Accounting, Sage Pastel Payroll and BizAi software support, should such services be requested.
- 3.6 Datafix services are billed at R1,250 per hour or part thereof.
- 3.7 Billing is rounded up to 30 minutes, with the minimum invoiced value being R530 for a 30-minute, or part thereof, consultation.
- 3.8 Fees may be adjusted annually with one calendar month's written notice.

4. Recovery Assurance

- 4.1 For tiers that include the priority restore assurance, Knox works to have the Client processing within 3 hours of the Client's call. This is a service standard Knox has met and works to meet, not a contractual guarantee.
- 4.2 Actual recovery time depends on factors outside Knox's control, including the Client's internet connectivity, availability of working hardware or the virtual-server recovery path, and licensing or reactivation processes of third parties such as Sage.

5. Client Responsibilities

- 5.1 Maintain a working internet connection at the premises where backups originate.
- 5.2 Grant and maintain the remote access (TeamViewer) required for the selected tier and services, per the Knox TeamViewer guide.
- 5.3 Keep its own statutory records as required by law, except to the extent the Client has engaged Knox's long-term retention service.
- 5.4 Ensure that persons instructing Knox are authorised to do so.
- 5.5 Record by email at onboarding, and keep updated, a Permanent Access Register listing every person and provider holding permanent remote access to the server. The Client accepts the risks of standing remote access, which is required for monitored services and all after-hours work, and will change the permanent password whenever a recorded person or provider leaves.

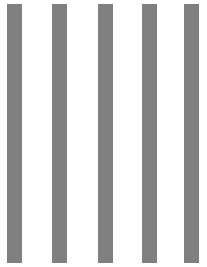
6. Long-term Retention

- 6.1 Where selected, the 5-year statutory retention service runs as a rolling five-year window aligned to SARS record-keeping requirements. As each archived year passes beyond five years it is deleted, and the deletion is confirmed to the Client in writing. Longer retention is available on request at the same rate.
- 6.2 Retention fees reflect stored volume in 15 GB blocks and the Client's archive grows as closed years accumulate.
- 6.3 Long-term retention is an additional, opt-in service, and not a default service.

Initial: Client: _____

Initial: Service Provider: _____





7. Data Protection and Confidentiality

- 7.1 Backup data is encrypted before transmission and at rest in South African data centres. Knox cannot read the contents of encrypted backups.
- 7.2 Restored data is decrypted and delivered into a folder named "Restore", within an additional folder named with the date of the restore. When a client requests a data restore, the client will create the appropriate folder.
- 7.3 Each party will comply with the Protection of Personal Information Act, 4 of 2013 in respect of personal information processed under this agreement, and will keep the other party's confidential information confidential.
- 7.4 Knox may use infrastructure partners and specialist consultants operating under Knox's instruction and confidentiality obligations.

8. Term and Termination

- 8.1 This agreement runs month to month from the commencement date. Either party may terminate on one calendar month's written notice.
- 8.2 On termination, consulting time for data downloads, handover or software uninstallation is billed at the prevailing hourly rate. Knox deletes Client data held under this agreement after handover, subject to any retention service still in force and to law.

9. Liability

- 9.1 Knox's total liability for any claim arising from the services is limited to the fees paid by the Client in the three months preceding the claim.
- 9.2 Neither party is liable for indirect or consequential loss, including loss of profits or business, or for data outside the recorded Scope. Nothing in this agreement limits liability that cannot lawfully be limited.

10. General

- 10.1 Knox may cede or assign this agreement together with the related debit order mandate.
- 10.2 The Client may not cede or assign without Knox's written consent.
- 10.3 Neither party is liable for failure caused by events beyond its reasonable control, provided the affected party mitigates and communicates promptly.
- 10.4 This agreement, Schedule A and the published tier inclusions form the entire agreement. Amendments must be in writing. South African law governs this agreement.

Initial: Client: _____

Initial: Service Provider: _____



Sandton, Johannesburg, 2031

Director: K Napier



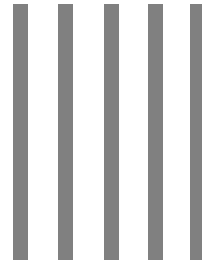
010 025 9987



info@knoxfindata.co.za



www.knoxfindata.co.za



Schedule A: Selection and Commencement

Selected tier:

Select	Tier	Monthly fee	Notes
☐	Knox Core	R350	Software only, self-managed
☐	Knox Premium	R1,250	Monitored, 3-hour restore assurance
☐	Knox Elite	R3,500	Unlimited databases, after-hours included

Selected Add-Ons:

Select	Add-on	Rate
☐	After-hours emergency services (Premium)	R1,250 / month
☐	Monthly data integrity check	R280 / company database / month
☐	Datafix Insurance	R1,250 / database / month
☐	Additional storage	R200 / 10 GB / month
☐	5-year statutory retention	R145 / 15 GB block / month or R1,500 / year prepaid
☐	Year-end rollover	R850 / company (R650 on Elite)
☐	SARS submission (EMP501 + recon)	R2,555 / company / event

Databases in Scope at commencement (accounting): _____

Databases in Scope at commencement (payroll): _____

Databases to be checked for Data Integrity: _____

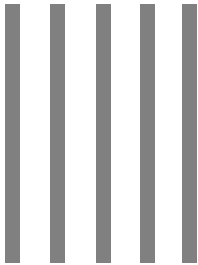
Commencement date: _____

Agreed monthly total at commencement (excl. support hours): _____

Initial: Client: _____

Initial: Service Provider: _____





Signed for the Client:

Name: _____

Capacity: _____

Signature: _____

Date: _____

Signed for Knox Findata:

Kalla Napier, Founder & Managing Director

Signature: _____

Date: _____

Initial: Client: _____

Initial: Service Provider: _____

