

Business Relationship Agreement

BUSINESS RELATIONSHIP AGREEMENT (GENERAL TERMS AND CONDITIONS)

WHEREBY in consideration of Customer and Provider entering into a business relationship, the parties agree to the following general terms and conditions and to be bound thereby:

1. INTRODUCTION

These are the general terms and conditions of the Business Relationship Agreement between Provider and Customer and are in addition to the Services Terms and Conditions and the Schedules, which Customer and Provider must sign separately should Customer be provided Services by Provider. The Services Terms and Conditions and/or the Schedules will prevail if there is a conflict of meaning with these terms and conditions.

2. DEFINITIONS

In the Agreement, unless a contrary intention clearly appears, the following terms shall bear the meanings assigned to them:

- 2.1. **"Agreement"** means the agreement between Provider and Customer, consisting of these General Terms and Conditions, the Services Terms and Conditions and the Schedules the parties enter into;
- 2.2. **"Business Day"** is any weekday that is not a South African public holiday;
- 2.3. **"Business Hours"** means Normal Business Hours or, if Customer subscribes to the extended business hours option, then Extended Business Hours
- 2.4. **"Commencement Date"** means the relevant commencement date specified in the Schedule;
- 2.5. **"Customer"** means the customer that enters into the Agreement;
- 2.6. **"Due Date"** means the relevant due date for a Service to be paid as specified in the Schedule;
- 2.7. **"Equipment and Networks"** means specific equipment and networks specified in the Schedule;
- 2.8. **"EULA"** means an end user licence agreement;
- 2.9. **"Extended Business Hours"** are the hours between 7:30 and 20:00 on weekdays and between 8:30 and 14:00 on Saturdays (South African time) that are not South African public holidays.
- 2.10. **"Fixed Monthly Rate"** means the fixed fees payable to Provider by Customer for a Service as specified in the Schedule;
- 2.11. **"General Terms and Conditions"** means the general terms and conditions of the Agreement;
- 2.12. **"Internal Rate of Return"** means the rate of return enjoyed by Provider during the currency of a Service on the amounts arising out of or in connection with the renting of the Rental Equipment to Customer in terms of the Service;
- 2.13. **"Initial Rental Period"** means the minimum period that Customer must rent Rental Equipment as specified in the Schedule;
- 2.14. **"Microsoft"** means the Microsoft Corporation;
- 2.15. **"Normal Business Hours"** are the hours between 8:30 and 17:00 (South African time) on weekdays that are not South African public holidays.
- 2.16. **"Outage"** means that the Service is unavailable to the Customer due to the Provider for whatever reason being temporarily unable to provide Customer with the Service;
- 2.17. **"Party"** means individually either the Customer or the Provider;
- 2.18. **"Parties"** means collectively the Customer and the Provider;
- 2.19. **"Peak Business Hours"** are the hours between 7:00 and 19:00 (South African time) on weekdays that are not South African public holidays.
- 2.20. **"Period"** means the duration of a Service as specified in the Schedule;
- 2.21. **"Personnel"** means any director, employee, agent, consultant, contractor or other representative;
- 2.22. **"Product"** means any product purchased by Customer from Provider;
- 2.23. **"Provider"** means the provider that enters into the Agreement;
- 2.24. **"Rental"** means the monthly rental fees specified in a Schedule, paid by Customer to Provider in exchange for Rental Equipment;
- 2.25. **"Rental Equipment"** means any hardware and software rented to Customer as specified in the Schedule;
- 2.26. **"Rental Equipment Buyout Amount"** means the price Customer would pay to purchase any Rental Equipment during the Period;
- 2.27. **"Rental Software"** means Microsoft software rented to Customer specified in the Schedule;
- 2.28. **"Schedule"** means the relevant schedule associated with a Service;
- 2.29. **"Schedules"** means the schedules in the Agreement;
- 2.30. **"Service"** means the relevant service Provider provides to Customer as specified in the Agreement;
- 2.31. **"Services"** means any services Provider provides to Customer as specified in the Agreement;
- 2.32. **"Services Terms and Conditions"** means the specific services terms and conditions of the Agreement and
- 2.33. **"VAT"** means Value Added Tax as determined by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 and changed from time to time;

Business Relationship Agreement

3. THE AGREEMENT

- 3.1. Upon the signature by Customer and Provider of the General Terms and Conditions, the Agreement will become effective and constitute an irrevocable and binding agreement between the parties.
- 3.2. The terms and conditions in effect at the time Customer signs the General Terms and Conditions; the Services Terms and Conditions; and the Schedules will govern the Agreement.
- 3.3. Unless terminated under the terms and conditions of the Agreement, the Agreement will continue indefinitely.

4. GENERAL TERMS FOR PROVISION OF SERVICES AND OTHER LABOUR

- 4.1. The costs of a Service during the Period will be the rates and amounts specified in the related Schedule, but may vary from month to month due to changes in the number or cost of software licenses that are required for provision of a Service, such changes being due to factors beyond the control of Provider, including, but not limited to, exchange rate fluctuations and supplier price changes.
- 4.2. Unless otherwise specified in a Schedule, Provider shall provide support for Services during Business Hours and is not obligated to accept or respond to requests for such support from Customers outside those hours.
- 4.3. Non-specific hourly support rates and fixed labour charges apply to any support for Services provided during Business Hours and after-hours support rates apply to any support for Services and other labour not provided during Business Hours.
- 4.4. Unless otherwise stated, any quoted labour costs (including, but not limited to, installation and project management costs) apply to labour provided during Business Hours and Provider will be entitled to charge a higher amount for such labour if Customer requires it to be provided outside of Business Hours.
- 4.5. Unless otherwise stated, should Provider incur out-of-town travelling and accommodation costs in order to provide a Service or other labour, then Customer will be responsible for such costs.
- 4.6. Any time spent by Provider travelling to or from Customer's premises to provide support or other work relating to a Service is chargeable at the hourly support rate applicable for that Service as specified in the Schedule.
- 4.7. For a Service where an hourly rate is applicable for provision of that service or support thereof, the time charged for remote provision is rounded up to the nearest quarter of an hour and the time charged for on-site provision at Customer's premises is rounded up to the nearest half an hour, with a minimum charge of one hour for on-site provision.
- 4.8. Any provision of a Service beyond a specified capped number of included hours is chargeable at the applicable hourly rate for that Service.
- 4.9. Any provision by Provider of a service (including, but not limited to, support) to Customer at Customer's request that is not covered by a Service will be charged for at the Provider's ad-hoc hourly support rate.
- 4.10. Any provision by Provider of labour to Customer at Customer's request for work that is not included in any quoted labour costs (including, but not limited to, installation and project management costs) will be charged for at an appropriate hourly rate over and above the quoted labour costs.
- 4.11. Should Provider in provision of a Service incur any time due to faults on Customer's equipment (including, but not limited to, hardware and software), then Provider shall be entitled to charge for that time.
- 4.12. Any changes to Provider-maintained technical information about the Customer's computing environment are performed free of charge by Provider unless Provider is required for whatever reason to validate such changes on-site at Customer's premises.
- 4.13. Unless otherwise explicitly stated in writing, any amount of time mentioned in advance to Customer by Provider for the provision of a Service that is billed at an hourly rate is only an estimate and the actual amount of time spent and/or charged may differ.
- 4.14. Provider is not obligated to provide a Service on any equipment (including, but not limited to, hardware and software) other than the Equipment and Networks covered by the Service.
- 4.15. Services do not cover support of application software unless explicitly specified otherwise in the Schedule.
- 4.16. Unless otherwise specified in a Schedule, Provider will respond to requests for support for Services from Customer within two Business Hours where such support is deemed at the sole discretion of Provider to be related to a disaster situation and within four Business Hours for all other support.

Business Relationship Agreement

- 4.17. Except as set out in any Schedule, due to the nature of the Services, Provider cannot guarantee any resolution times on provision of support relating to Services required or requested by Customer.
- 4.18. Unless otherwise specified in the Agreement, Customer is not entitled to impose a penalty of any kind whatsoever on Provider for non-delivery of Services.
- 4.19. Any equipment not owned by Customer that is installed at Customer's premises or data centre in order for Provider to provide any Service will at all times be and remain the sole and absolute property of Provider and Customer shall ensure that reasonable precautions are taken to safeguard the equipment from loss or damage and that the equipment is covered by a comprehensive all-risks insurance policy to ensure that Provider will be fully compensated should any loss or damage occur to the equipment.
- 4.20. Customer undertakes at its own cost to ensure that any equipment not owned by Customer that is installed at Customer's premises or data centre in order for Provider to provide any Service shall be provided adequate accommodation and facilities so that it can be installed, maintained and function in a proper manner, including, but not limited to, ensuring that it is kept dry, clean and free from dust, extreme temperature and harmful fumes.
- 4.21. Customer will ensure that any equipment not owned by Customer that is installed at Customer's premises or data centre in order for Provider to provide any Service will not be accessible to anyone other than Provider for the purposes of repairing or maintaining it.
- 4.22. If Provider is not responsible for provision of connectivity from Customer's premises for use of a Service, then Customer shall provide adequate connectivity from its premises to the Provider in terms of functionality, reliability and bandwidth to enable Customer to use of the Service. Likewise, if Provider is not responsible for provision of equipment at Customer's premises for use of a Service, then Customer shall provide such equipment in terms of functionality, reliability and performance to enable Customer to use the Service.
- 4.23. Customer acknowledges that it is responsible for ensuring that any third party services it may have in place that are no longer required due to use of any Service are cancelled. Should Provider elect to assist Customer with any such cancellation, Customer agrees that it will not hold Provider responsible if the third party services are not cancelled for any reason whatsoever.
- 4.24. Customer shall provide Provider with onsite and remote access to Customer's premises and/or data centre in order to provide the Services or support thereof. Customer shall provide adequate workspace, heat, light, ventilation and electrical power to enable Provider to reasonably perform the intended purpose of any onsite visit.
- 4.25. Customer shall permit Provider to install certified software drivers and/or utilities on Customer's equipment if such software is required in order to provide a Service.
- 4.26. If a Period is 12 months or less, Customer may terminate the Service upon 90 days' prior written notice to Provider. If a Period is more than 12 months, Customer will not be able to terminate that Service early. Any termination terms of a Service specified in the Services Terms and Conditions will prevail over the terms in this clause.
- 4.27. If Customer terminates a Service, Customer will be required to pay any amounts due to Provider in terms of provision of that Service up until the termination date.
- 4.28. Upon termination of a Service, all equipment and software owned by Provider that was installed in order to provide the Services or assist in the provision thereof will be immediately returned to Provider.

Business Relationship Agreement

5. GENERAL TERMS FOR PROVISION OF PRODUCT

- 5.1. Customer will take delivery of Product at Customer's premises and provide adequate accommodation and all other facilities necessary for the installation and correct operation of Product as laid down in any specification issued by the manufacturers of Product.
- 5.2. Unless otherwise specified in a proposal or associated Schedule, should Product be delivered using a third party service (such as a courier), Customer will be liable for the cost of such delivery, including the cost of insuring the Product while in transit.
- 5.3. If Customer, Provider or any competent authority determines, either before, during or after the installation of the Product, that any alteration or additions are required to Product or to Customer's premises to ensure the proper installation and functioning of Product in Customer's environmental conditions, then such alteration will be carried out at Customer's sole cost and expense. Provider will not be liable for any damages arising out of any alteration or additions not performed by Provider.
- 5.4. Unless otherwise specified in a proposal or associated Schedule, the cost of a Product does not include the installation thereof.
- 5.5. Customer acknowledges that it is responsible for ensuring that any third party services (including, but not limited to, telecommunications and data services) it may have in place that are no longer required due to use of the Product are terminated.
- 5.6. The warranty period and warranty basis (e.g. carry-in, on-site, etc.) on any Product is as specified by the manufacturer of the Product. However, Provider acknowledges that it is obliged to assist the Customer where necessary to ensure that the manufacturer or distributor of the Product meets its warranty commitments.
- 5.7. Unless otherwise specified in a Schedule, Customer is responsible for ensuring backups are maintained of any of Customer's data stored on any Product.
- 5.8. If hardware damage or software corruption to a Product is possible due to an irregular supply or sudden loss/gain of electrical power, then Customer shall ensure that the Product receives electrical power from a supply that is uninterrupted and regulated (e.g. a UPS).

6. PAYMENT TERMS

- 6.1. Unless otherwise specified in the Agreement, Customer will pay Provider the fixed monthly rates due for Services in advance and the variable charges due for Services (less any disputed amounts should they exist) in arrears; such payments being invoiced monthly by Provider and payable by Customer within 30 days of the statement date on the statement provided by Provider to Customer each month. Customer will pay Provider the fixed monthly rates promptly, without any deduction except for disputed amounts, set off or demand and free of exchange in South African Rands.
- 6.2. Customer will pay Provider for Product and quoted labour costs (including, but not limited to, installation and project management costs) according to the amounts and payment terms shown in the proposal or associated Schedule.
- 6.3. Unless otherwise specified in a proposal or associated Schedule, a 50% deposit on the quoted costs of Product and labour provided by Provider (including, but not limited to, installation and project management costs) is payable by Customer on placement of an order after acceptance of a proposal.
- 6.4. Any additional surcharges and penalties specified will apply to any payment received after the due date to cover collection fees and additional administration costs. Customer must pay the surcharges and penalties to Provider on-demand. Provider may withhold or remove any Services until Customer has paid all undisputed amounts that are due.
- 6.5. To the extent permitted by applicable law, any undisputed amount not paid by Customer within 30 days of the date of the statement of outstanding invoices will bear interest for the benefit of Provider, from the overdue date until the date Customer pays it. The rate of interest will be the published prime overdraft rate from time to time of Provider's bankers. A letter signed by a general, branch or other bank manager of the Provider's bankers, setting out their rate will be proof of the rate. Interest will be payable on a claim for damages from when the damages were suffered.
- 6.6. Customer is not entitled to withhold any undisputed fees or any other undisputed amount payable in terms of the Agreement for any reason whatsoever.
- 6.7. Provider may appropriate any payment received from Customer towards the satisfaction of any undisputed indebtedness of Customer to Provider under the Agreement.
- 6.8. Customer will pay and bear all VAT on all amounts that are properly chargeable with VAT, payable in terms of the Agreement. If at any time during the Agreement there is any change in the rate at which VAT is levied, Provider will recalculate the VAT component of the fees which fall due on or after the date of the change.

Business Relationship Agreement

7. LIMITATION OF LIABILITY

- 7.1. To the extent permitted by applicable law, in no event will Provider be liable for any damages or losses (whether foreseeable or unforeseeable) of any kind whatsoever and howsoever caused (including loss of profits, loss of goodwill, telecommunications charges due to hacking, damages relating to lost or damaged data or software, loss of use, damages relating to downtime or costs of substitute products) arising from the Agreement, except for such damages or losses caused by the Provider acting in a grossly negligent manner, in which event the maximum liability will be the amount already paid by the Customer to the Provider for Services during the Period or 50,000 South African Rand, whichever is higher.
- 7.2. Provider will not be liable for any loss or damage suffered by Customer arising out of or in connection with any breach of the Agreement by Customer or any act, misrepresentation, error or omission made by or on behalf of Customer or Customer's personnel.
- 7.3. Notwithstanding any other clauses in the Agreement, should the Provider be found to be liable, then Provider's maximum liability for any damages or losses will be an amount equal to the amount either already paid by the Customer to the Provider for Services during the Period or 50,000 South African Rand, whichever is higher, except that the aggregate amount for all claims will not be greater than the maximum amount described herein.
- 7.4. Provider is not liable for any other goods or services provided by any third party.

8. INDEMNIFICATION

- 8.1. Except for claims against Customer arising out of Customer acting negligently or in breach of the Agreement, Provider agrees to indemnify and defend at its sole expense Customer and its employees, agents, representatives, directors and shareholders against any claim by a third party arising out of or based upon the Customer's use of all services, networks, hardware and software provided by Provider in terms of the Agreement, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement and furthermore agrees to pay any judgment and costs associated with such claim.
- 8.2. Each Party agrees to indemnify and defend at its sole expense the other Party and its employees, agents, representatives, directors and shareholders against any claim by a third party arising out of the indemnifying Party acting negligently, fraudulently, illegally or in breach of the Agreement and furthermore agrees to pay any judgment and costs associated with such claim.

9. NON-SOLICITATION

- 9.1. Each Party acknowledges that the other Party is involved in a competitive business and that it would gain substantial benefit (and that other Party would be deprived of such benefit), if it were to employ or contract directly any employee of the other Party. Neither Party will, during the currency of the Agreement or for a period of 12 calendar months following termination, directly or indirectly solicit, offer employment to, employ, or contract in any manner with any Personnel of the other Party who were involved in the implementation or execution of the Agreement.
- 9.2. Each Party agrees that the other Party's damages resulting from breach by it of the above clause would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event that either Party breaches the provision of that clause, the breaching Party will immediately pay the other Party an amount equal to 200% of the employee's total annual compensation, as liquidated damage, without prejudice to any other rights which the other Party might have against the breaching Party for breach of its obligations in terms of the Agreement. The amount of the liquidated damages reflected is not intended as a penalty and is reasonably calculated based upon the projected costs that would be incurred to identify, recruit, hire and train suitable replacements for such employees.

10. CONFIDENTIALITY

- 10.1. Provider acknowledges that in the course of providing Services to Customer, Provider may learn from Customer certain non-public personal and otherwise confidential information relating to Customer, including its customers, consumers or employees. Provider will regard any and all information it receives which in any way relates or pertains to Customer, including its customers, consumers or employees, as strictly confidential.
- 10.2. Customer also acknowledges that all information and services, consulting techniques, proposals and documents disclosed by Provider or which comes to its attention during the course of business and provided under the Agreement constitute valuable assets of Provider and are confidential or proprietary to Provider.
- 10.3. Both parties acknowledge that any software developed by either Party related to the provision of any Services remains solely the intellectual property of the Party that developed the software and remains confidential and proprietary to that Party.

Business Relationship Agreement

- 10.4. The provisions of this clause will survive termination of the Agreement and any other agreements between Customer and Provider.

11. CESSION AND ASSIGNMENT

Neither Party may cede or assign its rights or obligations under the Agreement, in whole or in part, unless it has written consent from the other Party to do so.

12. BREACH

If either Provider or Customer:

- 12.1. does not fix any breach of the Agreement (failure to comply with it) within 7 days of receiving written notice from the other Party to do so;
- 12.2. breaches the Agreement materially twice or more in any six month period;
- 12.3. is insolvent (bankrupt);
- 12.4. has some legal disability, for example, if it makes any settlement or arrangement with its creditors (workout) or is engaged in business rescue proceedings;
- 12.5. takes steps to deregister itself (close down) or is deregistered;
- 12.6. fails to pay a court order against it (does not satisfy a writ of execution), within 14 days;

then the non-breaching Party may, without prejudice to any of its rights:

- 12.7. claim specific performance of the Agreement (make the other Party comply with the Agreement); or
- 12.8. immediately cancel the Agreement in writing; and claim damages from the other Party, including (but not limited to) any claim for any fees already due and any legal costs incurred in enforcing the non-breaching Party's rights in terms of the Agreement.

13. TERMINATION

- 13.1. Customer or Provider may terminate the Agreement should there be no active Services by providing the other Party with 90 calendar days' prior written notice.
- 13.2. If the Agreement is terminated, Customer will be required to pay any outstanding amounts due to Provider in terms of the Agreement on or prior to such termination.
- 13.3. Upon termination of the Agreement, all equipment and software owned by Provider that is in the possession of Customer will be immediately returned to Provider by Customer.

14. RESOLVING DISPUTES

- 14.1. There will be a dispute about or from the Agreement if a Party writes to the other about it and asks for it to be resolved under this clause. The parties must refer any dispute to be resolved by:
 - 14.1.1. Negotiation (direct talks to try and agree how to end the dispute), in which case each Party must make sure that their chosen representatives meet within 10 business days of notification, to negotiate and try to end the dispute by written agreement within 15 more business days; failing which
 - 14.1.2. Mediation (talks in which a neutral third Party tries to help the parties agree how to end the dispute), in which case it will be conducted under AFSA's rules; failing which
 - 14.1.3. Arbitration (a hearing after which a neutral third party makes a binding decision about the dispute), in which case the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision); and the parties will agree and appoint one arbitrator; and the arbitration will be held in English; and the arbitration will be in Cape Town under AFSA's latest rules for expedited arbitrations.
- 14.2. The parties may agree otherwise in writing to the method of resolving disputes or to change the periods for negotiation or mediation.

Business Relationship Agreement

- 14.3. This clause will not stop a Party from applying to court for urgent interim relief while the dispute resolution process is being finalised. An example might be an interdict.
- 14.4. This clause is separate and divisible from the rest of the Agreement and remains effective even if the Agreement terminates or is invalid.

15. WARRANTIES

- 15.1. Customer warrants that all information supplied to Provider by Customer or anyone on its behalf concerning Customer's business is true and correct in all material respects, in particular, all information so supplied to Provider, during its investigation prior to the Commencement Date.
- 15.2. Provider warrants that all information supplied to Customer by Provider or anyone on its behalf concerning Provider's business is true and correct in all material respects.
- 15.3. Provider warrants that it is duly qualified to perform the Services and install the Product and that it shall do so at all times in accordance with de facto standards and industry best practices.
- 15.4. Provider warrants that the Product (and related Services, if applicable) will provide the solution functionality for which it was supplied by Provider.

16. CREDIT CONSENT

Customer consents to Provider making enquiries about Customer's credit record with any credit reference agency and any other Party when assessing Customer's application. Provider may also provide credit reference agencies with regular updates regarding how Customer manages his account, including Customer's failure to meet agreed terms and conditions. Customer consents that credit agencies may, in turn, make the records and details available to other credit grantors. Provider may also give this information to any person who in its opinion, needs it to carry out any of Provider's rights or duties in terms of the contract or any law pertaining to the products Customer has requested.

17. CERTIFICATE

A certificate signed by the director, manager or accountant of Provider (whose appointment as such need not be proven by Provider) as to the value of any amount owed by Customer to Provider will be *prima facie* proof of the amount owing and sufficient for the purpose of obtaining summary judgment or provisional sentence and for the purpose of pleadings or any other trial action against Customer for the amount or amounts reflected in such certificate.

18. WAIVER OF RIGHTS

Any favour Provider or Customer may afford the other Party will not affect or substitute any of the affording Party's rights against the other Party.

19. JOINT LIABILITY

If two or more Customers sign the agreement, their liability shall be joint and several. If the Agreement is not signed by all persons named as Customer above, or if a partnership by all partners, or if a close corporation by all members, the Agreement will nonetheless be and remain binding on Customer who has signed the Agreement.

20. GOVERNING LAW

South African law governs the Agreement.

21. JURISDICTION

The Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that one Party may bring against the other Party in connection with the Agreement, even if the action or proceedings would otherwise be beyond its jurisdiction, without prejudice to either Party's right to institute any action in any other competent court having jurisdiction.

Business Relationship Agreement

22. **FORCE MAJEURE**

Provider will not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, other act of God, power failure, virus propagation and improper shut down of Customer's equipment or network.

23. **NOTICES AND DOMICILIUM CITANDI ET EXECUTANDI**

- 23.1. The parties will send all notices, authorisations, disclosures, acknowledgements, or requests by hand delivery, prepaid registered post, facsimile, or email to an address or number given in the Agreement.
- 23.2. Customer chooses the address given in the Agreement as its *domicilium citandi et executandi* for the Agreement.
- 23.3. Provider chooses its office at Noland House, River Park, Gloucester Road, Mowbray, South Africa as its *domicilium citandi et executandi* for the Agreement.
- 23.4. Each Party may change the addresses or numbers in the Agreement to any other addresses or numbers by writing to the other Party 14 days before the change.
- 23.5. Notice will be considered to be delivered on the date shown on any hand-delivered, prepaid registered post, courier, facsimile or email confirmation of delivery.
- 23.6. If a Party actually receives any notice or other communication and sufficient proof of receipt is provided in this regard, this will be good enough.

24. **ENTIRE AGREEMENT**

The Agreement is the entire agreement between the parties on the subject and comprises the general terms and conditions of the Agreement, the services terms and conditions of the Agreement and the Schedules.

25. **CHANGES**

No change to the Agreement is effective unless in writing and signed with a handwritten signature by authorised signatories of both parties.

26. **SEVERABILITY**

If any term is void (invalid), unenforceable, or illegal, the term may be severed (removed) from and will not affect the rest of the Agreement if it does not change its purpose.

27. **COSTS**

Each Party is responsible for its own costs of drafting and negotiating the Agreement.