

SoftSol Master Service Level Agreement

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This downloadable copy is produced by Midas for convenience. Published terms at /sla prevail if there is any mismatch. Obtain legal advice on final wording.

NOTICE

This Agreement only becomes active upon completion of a Subscription Form. If no services are signed up for, there is no cost and no commitment from either party.

Throughout this Master SLA, 'The Client' means The Party identified in the Subscription Form, or SoftSol's counterparty named on signed orders, as applicable.

1. TERMS OF SERVICE & EQUIPMENT RISK

- Service basis: Services are pre-paid unless otherwise agreed.
- Equipment risk: All equipment (hardware/devices) worked on, transported, or held at SoftSol's workshop is handled at the CLIENT'S SOLE RISK.
- Insurance: It is The Client's responsibility to insure equipment against loss or damage.
- Zero-commitment: No fees are due if no Subscription Form is active.

2. RATES & HOURS

- Ordinary hours: 08:00–17:00 on business days.
- Standard rates: As per the individual solution schedule, applicable quotes, or issued invoices. Rates may also be provided on request.
- After-hours support: Support outside ordinary hours is available by prior arrangement. After-hours rates are as follows: on weekdays and Saturdays outside ordinary hours, the rate is double (2x) the applicable standard rate; on Sundays and South African public holidays, the rate is triple (3x) the applicable standard rate. The applicable standard rate is as agreed in the client's signed service schedule.

3. LIABILITY & SECURITY

- Data recovery: Rates exclude data recovery and hardware costs.
- Liability limit: SoftSol is not liable for loss of profit, data, or consequential damages except where caused by gross negligence.
- Third-party criminality: SoftSol is not liable for breaches caused by third-party hacking or ransomware.
- Non-solicitation: The Client agrees not to solicit or employ SoftSol staff for 12 months after the end of the commercial relationship governed by this Master SLA.

4. INVOICING

- Cycle: Invoices are delivered by the 20th and payable by the 26th of the same month.
- Interest: Late payments accrue interest at the South African Prime Rate plus 200 basis points.

5. TERMINATION

Either party may terminate this Agreement by providing not less than one (1) calendar month's written notice. To take effect at the end of a given billing month, written notice must be received before the 26th of the preceding month. Notice received on or after the 26th will be treated as given at the start of the following month, with termination taking effect one calendar month thereafter. All charges for authorised work performed up to the effective termination date remain payable, as do any lawful cancellation provisions in the applicable Subscription Form or schedule.

6. CONFIDENTIALITY

The SoftSol Mutual Non-Disclosure Agreement ('NDA', published at /nda) is incorporated into and forms an integral part of this Master SLA. Both Parties accept the mutual confidentiality obligations in the NDA as if reproduced here in full.

- Subcontractors: Any subcontractors or agents engaged by SoftSol in service delivery are required, as a condition of engagement, to operate under confidentiality obligations no less protective than those in the NDA. SoftSol remains responsible for their compliance.
- Client staff: The Client similarly ensures its employees and contractors who receive SoftSol's Confidential information are bound by equivalent obligations.
- Survival: Confidentiality obligations survive termination for the periods stated in the NDA.

ANNEXURE A — SCHEDULE OF SERVICES

A Schedule of Services is agreed upon with every client at the time of sign-up and forms part of this Agreement. The schedule is attached in the form of a recurring invoice, which sets out the specific solutions, support scope, response targets, and pricing applicable to that client. Additional services outside the agreed schedule may be requested at any time and will be quoted separately or referenced in a supplementary invoice. The recurring invoice constitutes the live record of services in effect and is updated whenever the scope of services changes by mutual agreement.

ANNEXURE B — ADDITIONAL SERVICES (SUMMARY)

Project-style or ad hoc work is quoted unless expressly included on the Subscription Form.

ANNEXURE D — SUBSCRIPTION FORM

Complete the Subscription / contact form on the SoftSol Midas portal to activate services:
[/subscription](#)