SALES CONTRACT No 4.2-3/1952

Alphawave Mobile Network Products Ltd., registry code 2017/237768/07, located at 3 Meson Street, Technopark, Stellenbosch 7600, South Africa, represented by CEO Danie Ludick (hereinafter referred to as 'the seller')
and
Health Board, registry code 70008799, located at Paldiski mnt 81, 10614 Tallinn, Estonia, represented by Director General Birgit Lao (hereinafter referred to as 'the buyer')
hereinafter together referred as 'the parties' and separately 'the party',

have entered into the following sales contract (hereinafter referred to as 'the contract').

1. The object of the contract

1.1. The buyer buys and the seller sells 1x IXUS Annual Subscription Floating License (hereinafter referred to as 'the goods') which is valid for 2 (two) years and includes:
a) IXUS Modeller;
b) IXUS Manager;
Maintenance and support subscription for 2 (two) years that includes the following:
c) Software updates;
d) Free cloud hosting on secure AWS instance for the IXUS Manager;
e) Access to the IXUS Portal with 4000+ antenna models;
f) Support via Helpdesk/Knowledgebase/Email/Telephone.

1.2. The detailed terms and conditions for the use of the licence are governed by the IXUS End User Licence Agreement, which is annex 1 to the contract, and IXUS Quotation, which is annex 2 to the contract.

1.3. The seller confirms that third parties do not have any rights to the goods transferred under the contract, and that there are no grounds for third parties to apply for such rights.

2. Time and place for the delivery of the goods

2.1. The seller provides the buyer with access to the IXUS Manager software, creates and hands over to the buyer any user IDs and passwords necessary for using the software, enables the buyer to install the IXUS Modeller software on the buyer's computers, and hands over the license on paper or in electronic form no later than within 2 (two) weeks of signing the contract. The license will be valid for 2 (two) years from the date on which it is transferred. The validity period of the license is prolonged by the amount of the days when the buyer is unable to use the product for a reason arising from the seller.

2.2. An instrument of delivery and receipt (hereinafter referred to as 'the instrument') will be drawn for the delivery and receipt of the goods.

3. Contract price

3.1. The buyer pays **USD 18 876** for the goods (hereinafter referred to as 'the contract price').

3.2. The buyer must pay the contract price within 14 (fourteen) calendar days following the submission of the invoice on the basis of the instrument specified in clause 2.2.

3.3. If the goods do not comply with the requirements stipulated in the contract, the buyer may unilaterally reduce the contract price by notifying the seller thereof in a format which can be reproduced in writing. Also, in the described case, the buyer may use other legal remedies and options provided by the law. This clause will only apply should the seller not present timely solutions to these non-compliance aspects to the buyer within 1 calendar month. Additionally, a detailed written description of all these non-compliance aspects will be required.

4. Obligations of parties

4.1. The seller is obliged to:

4.1.1. sell the goods specified in clause 1.1. under the conditions agreed on in the contract;

4.1.2. provide the additional services specified in clause 1.1. under the conditions agreed on in the contract;

4.1.3. immediately inform of any impediments to the proper performance of the contract.

4.2. The buyer is obliged to:

4.2.1. pay for the goods in accordance with the procedure and conditions stipulated in the contract;

4.2.2. receive the goods at the agreed time.

4.3. The parties will be fully liable, to the extent of the damage, for any direct material damage caused to the other party through failure to fulfil or improper fulfilment of the obligations arising from the contract.

4.4. In case of non-compliance with the term specified in clause 2.1, the buyer has the right to demand from the seller a contractual penalty of 1% (one percent) of the contract price for each day of delay.

4.5. If the seller fails to perform the contract or if there is a substantial breach of the contractual obligation, the buyer has the right to demand from the seller a contractual penalty of 20% (twenty percent) of the contract price for each violation and, in addition to the claim for a contractual penalty, to terminate the contract extraordinarily unilaterally.

4.6. Extraordinary unilateral termination of the contract does not deprive the buyer of the right to demand a contractual penalty or compensation for damages from the seller.

4.7. If the buyer fails to fulfil their financial obligations, the seller is entitled to interest on late payment of 0.05% (zero point zero five percent) of the overdue amount per day, but not more than 20% (twenty percent) of the contract price.

4.8. Failure to fulfil or improper fulfilment of the obligations arising from the contract will not be considered a breach of the contract if it has been caused by force majeure. The party whose actions in the performance of its obligations under the contract are hindered due to force majeure is required to notify the other party thereof immediately in writing or in a format which can be reproduced in writing. When the circumstances of force majeure cease to exist, the party must resume the performance of its contractual obligations. If, due to force majeure circumstances, the party's performance of the obligations arising from the contract is prevented for more than 60 (sixty) calendar days in a row, either party may terminate the contract.

5. Confidentiality

5.1. The parties undertake to maintain mutual secrecy and not to disclose to third parties any information deemed confidential that has been obtained from the other party during the course of the performance of the contract or otherwise or incidentally.

5.2. Confidential information is any information (including trade secrets, personal data, descriptions of security systems, technologies used, specifications, etc) that has been obtained in connection with the performance of the contract or access to which is restricted by law, and the entry of which into the hands of third parties may cause security risks or economic damage to the parties or violation of the privacy of third parties.

5.3. Information that is required to be disclosed by law or for which the parties have given consent to disclose is not confidential information.

5.4. The parties may only communicate confidential information to persons who are involved in the performance of the contract and must ensure that such persons are aware of their confidentiality obligation. The parties require such persons to perform this obligation unconditionally and indefinitely.

5.5. The parties must not use any confidential information which has come to their knowledge in the performance of the contract for their own benefit or for any purpose other than the performance of the contract.

5.6. The seller must adopt organisational, physical and IT security measures for the protection of personal and other data and information systems, based on the legislation in force.

6. Submission of notices and authorised representatives

6.1. Notices between the parties related to the contract are delivered in a form which can be reproduced in writing, except in cases where such notices are of an informative nature and do not result in legal consequences for the parties.

6.2. A notice from one party to the other party will be deemed to have been received if the notice has been sent to the email address specified in the contract and 1 (one) working day has passed since then, unless the other party has previously confirmed the receipt of the notice by email.

6.3. The buyer's authorised representative in matters related to the performance of the contract, including the right to sign the instrument, is the chief specialist of the Environmental Health Department, Svante Nõmmik, phone +372 794 3500, email svante.nommik@terviseamet.ee.

6.4. The seller's authorised representative in matters related to the performance of the contract is Danie Ludick, CEO, phone +27 0 21 880 1880, email dludick@ixusapp.com.

7. Other provisions

7.1. The contract is signed digitally.

7.2. The contract will enter into force upon signature by the parties and will remain in force until the performance of the obligations of the agreement. The terms and conditions of the contract may be changed only by a written or digitally signed agreement between the parties.

7.3. The parties may extraordinarily unilaterally terminate the contract and use other legal remedies in cases and pursuant to the procedure provided by law, in addition to those provided for in the contract.

7.4. The expiry of the contract will not affect the fulfilment of obligations which, by their nature, are still valid after the expiry of the contract.

7.5. The parties have agreed that the parties have the right to assign the rights and obligations arising from and related to the contract to third parties only with the prior consent of the other party, provided in a format which can be reproduced in writing. Assignment of rights and obligations to a third party within the meaning of this provision is not a transfer of rights and obligations arising from the contract and related to it by the buyer to another state authority or state-owned company.

Seller

Phone: +27 (0)21 880 1880
Email: dludick@ixusapp.com

Buyer

LAO,BIRGIT,47711230277

Digitally signed by LAO,BIRGIT,47711230277
Date: 2024.11.08 14:47:33 +02'00'

Phone: +372 794 3500
Email: info@terviseamet.ee