



SERVICE LEVEL AGREEMENT N°: 000002409

PROVISION OF HELPDESK SERVICES FOR 4FLOW AND SAGE SYSTEMS

This Service Level Agreement (hereinafter "the Contract") is made BETWEEN:

1) **Trinity Nyakabingo Mine Ltd** referred to as (hereinafter "the Company"), a company organized and existing under the laws of Rwanda, with Tax Registration Number 100511011, located at Northern Province, Shyorongi, Rulindo, Rwanda and represented by its **General Manager**, on the one hand.

and

2) **4Sight Systems (Pty) Ltd** (hereinafter referred to as "the Contractor"), a company organized and existing under the laws of South Africa with Company Registration number 1970/016009/07, located at 1001 Clifton Avenue, Lyttleton Manor, Centurion 0157, South Africa and represented Legal Council on the other hand.

(Together, the "Parties")

SCOPE OF WORK

The Company has chosen to engage 4Sight Systems (Pty) Ltd to Provide Helpdesk Services for SAGE and 4Flow Systems.

The Contractor in performing the services outlined in this Covering Page to the Conditions attached, is an experienced service provider and has the qualities, reputation, methodology, and proven expertise in the field necessary to perform the Services in accordance with the terms and conditions set out in the Engagement Letter.

SCHEDULE OF PRICES

	Description	Payment Due at Commencement of Contract	Payment thereafter per Month	Services Provided
1	Support Function Fee	\$250,00	\$250,00	24/7 Support Contact, 0-30 minutes on Support desk free, Upgrade planning, System status meetings, Reporting on calls, Training assessments, Escalation and management of all calls, Emergency call outs
2	4Flow Management/QA Fee	\$950,00	\$950,00	Docker Maintenance, 4Flow Environment QA checks, QA on future enhancements
3	Support Service per Month	\$0,00	\$1 200,00	
4	Consulting and Service Fees		\$ 95.00 per hour	

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TERMS AND CONDITIONS

The terms and conditions of this Covering Page and the Conditions attached (SLA, attached as Annexures A to E), constitutes the entire Agreement.

INVOICES AND STATEMENTS

Original invoices in the name of the Client and stating the Contract number must be addressed to the Financial Manager and copied Jeome Sande and Benon Kamugisha e-mail: jeome.sande@trinity-metals.com and benon.kamugisha@trinity-metals.com

Trinity Nyakabingo Mine Ltd
Financial Manager
Jean Claude Habyarimana
jclaude.habyarimana@trinity-metals.com

GOVERNING LAW AND DISPUTE RESOLUTION

The Contract and this covering page shall be governed, construed and interpreted in accordance with the law of Rwanda. Any dispute arising from this Contract shall be settled amicably.

By signing, both parties accept the terms and conditions as set out in this Contract covering page and the Conditions of the Engagement Letter attached herewith.

TRINITY NYAKABINGO MINE LTD

<i>Jeome Sande</i>	<i>JAMES MUKAHUNGA</i>	
NAME	NAME	NAME
<i>[Signature]</i>	<i>[Signature]</i>	
SIGNATURE	SIGNATURE	SIGNATURE
<i>Group supply chain</i>	<i>GM</i>	
DESIGNATION	DESIGNATION	DESIGNATION
<i>24/02/2025</i>	<i>07/02/2025</i>	
DATE	DATE	DATE

4SIGHT SYSTEMS (PTY) LTD

Andre Cloete	Marie-Louise Zitzke	Ian Cronje
NAME	NAME	NAME
<i>Andre Cloete</i>	<i>Marie-Louise Zitzke</i>	<i>[Signature]</i>
SIGNATURE	SIGNATURE	SIGNATURE
Chief IT Officer	Chief People Officer	Group Legal Officer
DESIGNATION	DESIGNATION	DESIGNATION
January 27, 2025	January 30, 2025	January 30, 2025
DATE	DATE	DATE

ANNEXURE A: SERVICE LEVEL AGREEMENT

entered into between

Name:	4Sight Systems (Pty) Ltd		
Description and Registration Number:	a private company registered in accordance with the laws of South Africa with registration number 1970/016009/07		
Physical Address:	1001 Clifton Avenue, Lyttelton Manor, Centurion, South Africa, 0157		
Postal Address:	Same as above		
Tel No.:	+27 (0) 12 640 2600	E-mail	legal@4sightholdings.com
Signed at:	Centurion	Date	January 27, 2025
			
Name:	Andre Cloete	who warrants that he/she is duly authorised to sign	
Designation:	Chief IT Officer		

(hereinafter referred to as the "Company")

and

(see next page)

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Document Title	Service Level Agreement		
Document Control Number	4Sight Systems TMP	Date Compiled	October 2023
Page Number	Page 3 of 25	Revision Date	
Revision Number	1	Document Date	
Review	IC	Classification	Controlled Document

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Name:	Trinity Nyakabingo Mine Ltd		
Description and Registration Number:	a Limited company registered in accordance with the laws of Rwanda with registration number 100511011		
Physical Address:	Shyorongi, Rulindo, Northern Province, Rwanda		
Postal Address:	P.O. Box 749, Kigali, Rwanda		
Tel No.:	+250 791 345 409	E-mail	Jeome.sande@trinity-metals.com
Signed at:		Date	31/01/2024
			
Name:	David de Lange	who warrants that he/she is duly authorised to sign	
Designation:	Chief Financial Officer		

(hereinafter referred to as the "Customer")

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WHEREBY IT IS AGREED AS FOLLOWS:

1. RECORDAL

It is recorded that -

- 1.1. This Agreement and its related Annexures form part of the master services agreement and its provisions are an integral part of the master services agreement.
- 1.2. the parties agree as set out herein.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

"Authorised Products" means those products that have been defined and detailed in **Annexure A: Services** and **Annexure B: Helpdesk Procedure**;

"Customer Support Manager" means the person responsible for notifying the Company support staff of any changes and ensures that the Customer does not fall into breach of this Agreement by not fulfilling their requirements;

"Expiry Date" means the term as set out in **Annexure A** to this Agreement, unless such date has by mutual agreement of the Parties been extended to a later date;

"Helpdesk" means the helpdesk facility provided by the Company to receive, escalate, track, administer and manage the Support Requests;

"Helpdesk Consultant" means the Company staff member who is responsible for the logging and tracking of each Support Request Logged by the Customer;

"Level-1 Support" means support to the users of the system that may be done directly by the Customer staff dedicated to this function or through the Company by way of a Helpdesk for Support Request Logging and Resolution in terms of which the Company shall respond to reasonable Support Requests in regard to the running of the system. Support Requests that cannot be immediately resolved are escalated to a Support Consultant as the Support Request is deemed to be Level-2 Support;

"Level-2 Support" means Support Requests that have been escalated from Level-1 Support which become Work Requests as the Support Request could not be resolved through the

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- Helpdesk and is therefore assigned to a Support Consultant for Resolution;
- "Level-3 Support"** means Work Requests that have been escalated from Level-2 Support as the Work Request cannot be resolved by the Support Consultant and are therefore assigned to the software publisher for Resolution;
- "Minimum Period"** means unless otherwise specified in the Agreement or Annexure(s), shall mean 12 (twelve) months for each Service beginning on the Operational Service Date;
- "Normal Working Hours"** means the times defined in **Annexure A** of this Agreement;
- "Operational Service Date"** means the date when the Service described in the Agreement is available for use by the Customer or the date contained in the order form whichever is later;
- "Prepaid Hours"** means those hours that have been purchased in advance and that are periodically replenished. Support Requests will be offset against these hours;
- "Resolution"** means the satisfaction of the Support Request and is resolved once the Helpdesk is advised that the Support Request is closed by the Technical Contact;
- "Severity"** means the impact the Support Request has on the Customer;
- "Standard Work Request"** means a chargeable Work Request that is estimated to endure for a period of between 8 (eight) to 40 (forty) business hours to finalise;
- "Support Consultant"** means the assigned Company staff member who has site-specific or advanced technical knowledge to troubleshoot and resolve reasonable technical queries;
- "Support Request"** means any qualifying issue reported to the Company that requires Support Services provided by the Company;
- "Support Request Logging/ed"** means the process whereby items are reported to the Company that require Support Services;
- "Support Function Fees"** means the fees applicable to the provision of Support Services by the Company to the Customer as reflected in **Annexure A**;
- "Support Services"** means any maintenance, support, configuration or installation services provided by the Company as

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sub-agreement or of the Customer to end-users of products in conjunction with the supply of products;

"Technical Contact"

means the person/s who are authorized to make support related decisions and to log and close Support Requests with the Helpdesk and for providing the Company support personnel with information to resolve a Support Request on behalf of the Customer;

"Timesheet"

means the document signed by the Customer to confirm the start and end times a Technical Consultant was engaged to troubleshoot and resolve a Support Request;

"Tracking Number"

means the unique identifier assigned to the Support Request by the Helpdesk Consultant;

"Work Request"

means a chargeable Support Request that has been escalated to a Level-2 Support Request;

"Good Industry Practice"

applying, in relation to the manner in which the Services are rendered, the standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;

"Parties"

Customer and the Company, and any reference to "a Party" shall refer to one of the relevant Parties as required by the context;

"Services"

the operational services to be provided by the Company for the Customer as set out in **Annexure A** and **Annexure B** to this Agreement and as may be subsequently amended in accordance with this Agreement;

"Signature Date"

the date of last signature of this Agreement by the Parties thereto;

"Site(s)"


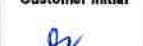
means the premises or locations as set out in **Annexure A** to this Agreement;

"Termination Date"

any date on which this Agreement is terminated in accordance with its terms other than by way of effluxion of time; and

"the/this Agreement"

this service level agreement between the Parties together with the Annexures thereto.

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2.2. Interpretation

This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

- 2.2.1. References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement.
- 2.2.2. References to "**Parties**" shall include the Parties' respective successors-in-title and, if permitted in this Agreement, their respective cessionaries and assignees.
- 2.2.3. References to a "**person**" shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- 2.2.4. References to "**clauses**", "**sub-clauses**" and "**Annexures**" are references to the clauses, sub-clauses and annexures of this Agreement.
- 2.2.5. References to any other contract or document shall include (subject to all approvals required to be given pursuant to this Agreement for any amendment or variation to or novation or substitution of such contract or document) a reference to that contract or document as amended, varied, novated or substituted from time to time.
- 2.2.6. Words in parentheses and italics appearing after a clause reference or a reference to a Schedule are inserted for ease of reference only. If there is any discrepancy between the clause reference and the words in parentheses and italics, the latter shall prevail.
- 2.2.7. The headings of clauses, sub-clauses and Annexures are included for convenience only and shall not affect the interpretation of this Agreement.
- 2.2.8. The Annexures to this Agreement are an integral part of this Agreement and references to this Agreement shall include the Annexures.
- 2.2.9. The Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Agreement, and agree that no provision or word used in this Agreement shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Agreement or any part of it.
- 2.2.10. Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter.
- 2.2.11. References to "**this Agreement**" shall include this Agreement as amended, varied, novated or substituted in writing from time to time.
- 2.2.12. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day.
- 2.2.13. If any definition in clause 2.1 (*Definitions*) contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of this Agreement.

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The Customer appoints the Company, which appointment the Company accepts, to provide the Services to the Customer in accordance with the terms and conditions of this Agreement.

4. CO-OPERATION

Each Party shall co-operate with the other in the exercise and performance of their respective rights and obligations under this Agreement.

5. DURATION

This Agreement and the rights and obligations of the Parties under this Agreement shall take effect on the Signature Date and terminate on the earlier of the Expiry Date or the Termination Date.

6. AGREEMENT FORMULATION

6.1. Upon signature of this Agreement, the Company will provide the Customer with the following key areas of Service:

- 6.1.1. providing Support Services as detailed in this Agreement and its Annexures for the Authorized Products;
- 6.1.2. remote help desk – providing the Customer staff access to the Company's remote engineers for Resolution of problems;
- 6.1.3. on-site technical support – providing the Customer staff access to the Company's on-site engineers for Resolution of problems;
- 6.1.4. using and employing an adequate number of qualified personnel with suitable training, experience and skill to deliver the Support Services to the Customer.

6.2. It is understood that all Support Requests by the Customer that fall outside of the terms of this Agreement will be considered "projects", and will be quoted and billed as separate, individual services.

7. SERVICE MANAGEMENT

- 7.1. Requests for support must be submitted to the Helpdesk in accordance with the support procedures as described in the Annexure/s.
- 7.2. The Helpdesk will not accept queries or Support Requests from anyone other than the nominated Technical Contact/s or other personnel as expressly authorised by the Customer and notified to the Company.
- 7.3. From time to time it will be necessary for the Company to schedule maintenance which may cause a disruption of the service. The Company will use reasonable endeavours to provide a minimum of 48 (forty-eight) hours' notice before conducting such planned service but does not guarantee that it will always be able to do so.
- 7.4. The Customer is required to install all new versions or service packs relating to the applicable software within 6 (six) months of each one becoming available, subject to the prior mutual agreement for the associated costs and application of the new version. This is a requirement because providing support on older versions complicates support and may affect service levels commitments. In such cases, the Company shall not be held liable for any degradation in

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performance or service interruptions resulting from the Customer's use of outdated software versions.

7.5. The Company shall utilise its reasonable endeavours to timeously comply with its obligations in this Agreement but shall incur no liability to the Customer as a consequence of any failure to do so.

8. SUPPORT LEVELS

8.1. Level-1 Support Services

8.1.1. Level-1 Support is by way of Support Request Logging and Resolution in terms of which the Company shall respond to reasonable Support Requests in regard to the running of the system pertaining to the Authorized Products.

8.1.2. The Helpdesk provides Level-1 Support Services to the Customer and is available on business days for the purpose of reporting Support Requests. Outside of these hours an afterhours Helpdesk phone number will be used for a 24-hour emergency Helpdesk for progression of Severity 1 Support Requests only. Support Requests that are designated as either Severity 2, 3 or 4 will be taken but the restoration time will not commence until business hours on the next business day.

8.1.3. Level-1 Support is provided by means of telephone and or email. It does not include remote dial-up or onsite support.

8.1.4. Within 4 (four) hours of a Support Request being reported an initial assessment will be undertaken by the Company, a Tracking Number will be provided and a Severity level discussed and agreed with the Customer.

8.1.5. The costs related to Support Requests that are resolved by a Helpdesk Consultant within 15 (fifteen) minutes and the Support Request did not require further troubleshooting and Resolution are included in the Support Function Fee.

8.1.6. In the event that the Support Request will take longer than 15 (fifteen) minutes to resolve or is a Standard Work Request it will be escalated to a Level-2 Work Request and assigned to a Support Consultant or remain with a Helpdesk Consultant to continue troubleshooting and resolving.

8.2. Level-2 Support Services

8.2.1. Support Requests that are Standard Work Requests or that cannot be resolved by a Helpdesk Consultant within 15 (fifteen) minutes are escalated to Level-2 Work Requests. The Work Request will be assigned to Support Consultant or Helpdesk Consultant to continue troubleshooting and Resolving the Support Request.

8.2.2. Level-2 Work Requests are attended to by means of telephone, email, remote dial-up or dispatching a consultant to Site during Normal Working Hours on business days.

8.2.3. The preference is always to attend to Work Requests via remote support to expedite Resolution and contain costs associated with travelling. This service can only be provided where the Customer provides the required infrastructure to facilitate remote support.

8.2.4. Work Requests shall be rendered by the Company to the Customer on a time expended basis as detailed in clause 15 (Fees, Charges and Payment) with a minimum billable

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increment of 1 (one) hour where the service is provided by a Support Consultant or by an assigned Helpdesk Consultant unless they are Standard Work Requests.

- 8.2.5. Timesheets for work undertaken shall be submitted by the Company to the Customer for review and acceptance.
- 8.2.6. Level-2 Support Services exclude requests for Support Services that require escalation from the Support Consultant to a Level-3 Work Request requiring the involvement of the software publisher.
- 8.2.7. The Company will take all reasonable effort to first resolve a Level-2 Work Request before escalating the Support Request to the software publisher as a Level-3 support item.
- 8.3. Level-3 Support Services
 - 8.3.1. Where a Level-2 Work Request cannot be resolved by a Support Consultant that Support Request will be escalated to the software publisher and will be defined as a Level-3 Work Request.
 - 8.3.2. Where a Support Request is escalated to a Level-3 Work Request; the Company will represent the Customer to the software publisher and endeavour to minimize disruption to the Service and attain a Resolution as speedily as possible.
 - 8.3.3. The Service provided is an hourly billable service with a minimum billable increment of 1 (one) hour where the Service is provided by a Support Consultant.

9. EXCLUSIONS

- 9.1. Support excludes any request for Support Service, which is deemed by the Company to be of a consulting or training nature rather than a support nature. This includes (without limitation) training, creation and or maintenance of custom reports, programming activities, procedural processing, customization activities, configuration changes and data repairs.
- 9.2. The Services as defined in this Agreement do not cover:
 - 9.2.1. hardware, operating systems, middleware products, accessories, consumables, supply items, and certain parts such as print cartridges unless included as Authorized Products in the Annexure/s;
 - 9.2.2. applications damaged by misuse, acts of God, accident, modification (subsequent to initial inspection), unsuitable physical or operating environment, or improper usage by the Customer;
 - 9.2.3. installation, attachment, setup and configuration of equipment, printers or any device;
 - 9.2.4. failure caused by an application for which the Company is not responsible.
- 9.3. The Company will recommend configurations and settings using Good Industry Practice. When agreed by the Customer, products will be configured accordingly and documented.

10. SUPPORT SERVICES

- 10.1. Upgrade notifications

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- 10.1.1. The Service will include advising the Customer of the software publisher's recommendations relating to the installation, configuration, service packs, updates, fixes and patches of said applications.
- 10.1.2. The Company will maintain a database of version/s and service pack information relevant to the applicable software installed at the Customer.
- 10.1.3. The Company will advise the Customer of any new versions and service packs that become available for the Authorized Products; and will contact the Customer to arrange installation of these upgrades.
- 10.2. Monthly Helpdesk Support Request log report
 - 10.2.1. The Company will provide the Customer with a Support Requests report. This report will provide information on Support Requests logged by the Customer with the Company during the preceding month, and the status of each of these Support Requests.
- 10.3. Support escalation on Severity 1 directed to client care or support desk manager
 - 10.3.1. All Severity 1 Support Requests will be escalated directly to the client care or support desk manager to manage the Resolution of the Support Request once the severity level has been validated.
- 10.4. Annual strategic review, site inspection and upgrade consultation
 - 10.4.1. The Company consultants will contact the Customer to arrange an annual site inspection, involving a review of the status and general condition of the applicable software and related data.
- 10.5. Quarterly status meeting
 - 10.5.1. The Company will contact the Customer to arrange a quarterly status meeting, involving a discussion on how the Support Services are meeting the evolving business needs of the Customer.
- 10.6. Company account manager
 - 10.6.1. To facilitate strategic planning and program continuity, the Company will assign an account manager to sponsor the implementation and on-going running of the system.

11. GENERAL RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The Customer –

- 11.1. shall grant the Company reasonable access to the Site(s) to enable it to properly perform the Services in terms of this Agreement;
- 11.2. shall compensate the Company for the performance of the Services in accordance with clause 12 (*Fees, Charges and Payment*);
- 11.3. shall, without prejudice to the obligation of the Company to provide the Services, provide reasonable assistance to the Company in its performance of the Services, and specifically, to ensure as far as it may be reasonably possible from its end, a smooth integration and synchronization process to synchronize and integrate the activities of the Company and the Customer; and

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- 11.4. shall inform the Company of its policies, procedures, protocols and directives as may be applicable to the Services and shall timeously inform the Company of any amendments thereto.
- 11.5. The Technical Contact/s shall –
 - 11.5.1. be the only person/s authorised to report Support Requests to the Helpdesk;
 - 11.5.2. provide additional information to the Helpdesk to assist in resolving the Support Request;
 - 11.5.3. be authorised to approve Company Timesheets; and
 - 11.5.4. be available as needed for review of completed work and have an understanding of the process to report and close Support Requests.
- 11.6. nominate a Customer Support Manager whose nomination shall be notified to the Company in writing. The Customer Support Manager shall:
 - 11.6.1. be available as needed to review completed work;
 - 11.6.2. provide information and advice on technical and business matters;
 - 11.6.3. enact processes and procedures to ensure high quality product and service outcomes;
 - 11.6.4. when necessary ensure decisions are not delayed that may impact the ability of the Company to meet its obligations with respect to the Agreement;
 - 11.6.5. be authorized to make Service and support related decisions for and on behalf of the Customer;
 - 11.6.6. meet with the Company on a periodic basis to review the performance of this Agreement.
- 11.7. ensure that for each Support Request a single Technical Contact is identified until that work order is completed. Work cannot commence on a Support Request before the Company knows who the Technical Contact is.
- 11.8. provide access for Support Consultants to remotely logon to the system by way of a reliable internet connection. Related software, call charges or service charges incurred in accessing the Service via the internet or via an internet service provider is for the Customer's own account.
- 11.9. shall attend to all Level-1 Support Requests initiated by the Customer's end users. Level-1 Support shall consist of the initial assessment, troubleshooting, and resolution of issues within the scope of basic support, which includes handling common user inquiries, and providing general guidance on the use of the software. In the event that a Level-1 Support Request cannot be resolved within a reasonable timeframe, or the issue is deemed to require a higher level of technical expertise or system access, the matter shall be escalated to a Level-2 Support Request. The Company shall ensure that Level-2 Support is provided directly by the Company or its designated technical experts, who possess the necessary skills and authority to address more complex or critical technical issues.
- 11.10. nominate the Company as the preferred business partner by completing all necessary documentation as prescribed by the software manufacturer.
- 11.11. allow the Company to install mandatory changes to an application such as service packs, fixes and patches and to accept the software usage terms and conditions on the Customer's behalf.

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- 11.12. agree to provide an environment meeting the specified requirements for the application and that prescribed manufactures usage and installation procedures are followed.
- 11.13. agree to provide the Company with sufficient, free, and safe access to your facilities and a system for the Company to fulfill its obligations and that suitable backup of all data is made prior to placing a Support Requests.
- 11.14. ensure applications and data are in the immediate vicinity of the Site.
- 11.15. agree to implement and maintain acceptable best-practice standards and those standards agreed in review meeting.

12. FEES, CHARGES AND PAYMENT

- 12.1. Charges for this Agreement are payable annually in advance as set out in **Annexure A**.
 - 12.1.1. If the product is not in an acceptable condition for Service, the Customer shall request the Company to restore it for a charge; alternatively, the Customer may withdraw the request. The Customer will however be charged for any Support Services which the Company has performed at its request.
 - 12.1.2. The Customer's liability for Support Function Fees will commence on the Operational Service Date save to the extent expressly set out in the Annexure/s.
- 12.2. Support Request Timesheets for work undertaken shall be submitted by the Company to the Customer for review and acceptance. The Company will not raise any invoice without the relevant approved and accepted Timesheet validly signed by the appointed the Customer representative.
- 12.3. The minimum charge for Support Requests that is charged for separately will be 1 (one) hour labour, plus additional time in increments of 1 (one) hour.
- 12.4. In any situation where the Customer will be invoiced for time spent, that time will include time spent by any employee of the Company or its sub-contractors to troubleshoot and solve the problem and includes time spent on travel, delays experienced in performing the task and the time actually spent on technical issues.
- 12.5. Where a call out charge has been specifically agreed and detailed in the Annexure/s to this Agreement the Customer will be invoiced for the call out charge and the time spent by any employee of the Company or its sub-contractors to troubleshoot and solve the problem, delays experienced in performing the task and the time actually spent on technical issues as well as any additional expenses incurred by the Company to provide the Service.
- 12.6. Where a call out charge has not been agreed the Customer will be invoiced for the time spent by any employee of the Company or its sub-contractors to troubleshoot and solve the problem, delays experienced in performing the task, the time actually spent on technical issues as well as the disbursements incurred as detailed in **Annexure A**.
- 12.7. Any expense the Company has to incur on behalf of the Customer will be invoiced to the Customer. This includes (without limitation) airfares, accommodation, an amount per kilometre travelled as per standard support rates, daily out-of-town employee expenses, other expenses paid on behalf of the Customer, and/or standard consumables to complete the support.
- 12.8. If any payments are overdue the Customer shall be notified in writing and provided a period of 30 (thirty) days to address, if not addressed, the Customer may be placed on credit hold and

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no further products or Services will be delivered or made available to the Customer until all payments due to the Company under the Agreement have been paid. The Company at its discretion may withdraw credit facilities in the event of any breach of this Agreement by the Customer.

- 12.9. The Customer acknowledges and agrees that the Company shall be entitled to generate and deliver invoices and Timesheets electronically.
- 12.10. Notwithstanding anything to the contrary contained herein, any increase in charges from third parties payable in respect of Services rendered by the Company under the Agreement may be passed on to the Customer. Upon written request by the Customer, the Company will provide a declaration from its auditors that the increase was applied in a manner consistent with the increase in third party charges. Said increases in Support Function Fees shall not exceed a 15% (fifteen percent) annual escalation excluding the effect of the Rand-Dollar exchange rate which shall not be limited to 15% (fifteen percent) and may be passed on to the Customer as and when those Support Function Fees become effective. Should the annual escalation exceed 15% (fifteen percent) as a result of increases in Support Function Fees from third parties payable in terms of this Agreement and not as a result of the effect of the Rand-Dollar exchange rates the Customer may terminate this Agreement by way of 60 (sixty) days written notice to the Company.
 - 12.10.1. Where the Agreement is terminated in terms of clause 12.10 the charges already paid by the Customer in terms of this Agreement will be prorated and the calculated refund credited to the Customer's account.
- 12.11. Where Support Services are provided outside the Republic of South Africa, and the Company offered Service charges in ZAR and the supplier bills in USD, the amount the Customer pays is determined by the date and the ZAR to USD exchange rate. Exchange rates are not relevant if the Customer chooses to pay for the Service charges in USD. Depending on the time the order is placed, the Company will issue an invoice in ZAR at the current exchange rate, and if payment is received within 24 hours of the invoice's issuance, that will be the Service charge. Due to fluctuating exchange rates, the Company reserves the right to amend the Service charges invoice should the Customer experience a delay in processing the payment.
- 12.12. All Support Function Fees will be invoiced and paid in the currency stated in Annexure A to this Agreement. All charges and fees are exclusive of value added tax, general sales tax, or any other taxes including local taxes in the customer country. The Customer agrees to pay the Company the full amount due including any such taxes, or should withholding tax apply, to pay such tax on the Company's behalf, so that the Company receives the full amount due as set out in the fees and charges and any additions and changes in terms of this Agreement.

13. SUPPORT HOURS

- 13.1. Hours will be billed on a time & material basis.

14. PRODUCTS AND SERVICES CHARGES SEPERATELY

- 14.1. The Company can provide additional services at reduced charges to ensure a more comprehensive or turnkey availability service. Any of these services may be included as part of the basic fee associated with this Agreement. The Company will amend the Agreement to provide additional services as requested. These services include:
 - 14.1.1. best practice documentation of the Customer's ICT policy, ICT processes and standards, as well as ICT drawings and schematics;

Company initial	Customer initial
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- 14.1.2. test, deploy and installation of new software; confirmation that it is operational and roll back if necessary;
 - 14.1.3. the provision of hosted infrastructure;
 - 14.1.4. archival or library maintenance of stored data;
 - 14.1.5. removal or storage of retired data and applications;
 - 14.1.6. movement or relocation of applications and data;
 - 14.1.7. upgrades and or modification to applications;
 - 14.1.8. staff augmentation; and
 - 14.1.9. training and certification of administrators and users.
- 14.2. Support Requests that represent inappropriate use of the support resources will be charged. These Support Requests include:
- 14.2.1. Support Requests resulting from viruses and or the improper use of the application;
 - 14.2.2. Support Requests resulting from operating systems or applications installed in foreign languages;
 - 14.2.3. Repeated Support Requests resulting from installation and/or de-installation of supported or unsupported software and/or hardware components, the tampering with the standard and prescribed desktop setup, configuration, fixes, etc.; and
 - 14.2.4. Repeated Support Requests resulting from staff incompetence, poor understanding or insufficient user training. Support Requests of this nature are typically sensitive issues and will be brought to the Customer Support Manager's attention with a recommended mitigation proposal.

15. TERMINATION

15.1. Non-default termination

15.1.1. This Agreement shall automatically be terminated on the Expiry Date, unless it has been terminated earlier in accordance with the provisions of this Agreement.

15.2. Notice termination

- 15.2.1. The term of the Agreement shall be for a Minimum Period of 12 (twelve) months or as otherwise agreed to in writing.
- 15.2.2. The Company, may during the Minimum Period, terminate the Agreement with effect from the end of the Minimum Period by way of 90 (ninety) days prior written notice.
- 15.2.3. The Customer, may during the Minimum Period, terminate the Agreement with effect from the end of the Minimum Period by way of 90 (ninety) days prior written notice and payment in full of all outstanding invoices and upfront payment of all the Support Function Fees up until the end of the Minimum Period.

<p>Company initial</p> <p>dc mc mg</p>	<p>Customer initial</p> <p>g</p>
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- 15.2.4. Should notice to terminate with effect from the end of the Minimum Period not be given in terms of clause 15.2.2 or 15.2.3 above, the Agreement shall be automatically renewed for a term equal to Minimum Period ("Renewal Period").
- 15.2.5. The Company, may during the Renewal Period, terminate the Agreement with effect from the end of the Minimum Period by way of 90 (ninety) days prior written notice.
- 15.2.6. The Customer, may during the Renewal Period, terminate a Support Schedule with effect from the end of the Minimum Period by way of 90 (ninety) days prior written notice and payment in full of all outstanding invoices and Support Function Fees.
- 15.2.7. Should notice to terminate at the end of the Renewal Period not be given in terms of clause 15.2.5 or 15.2.6 above, the Agreement shall be automatically renewed for a term equal to the Renewal Period.

15.3. Breach

- 15.3.1. Should any Party (the "guilty party") commit a breach of this agreement and fail or refuse to rectify that breach within 14 (fourteen) days after receipt of a written notice from the other Party (the "innocent party"), calling upon the guilty party to rectify that breach, the innocent party shall be entitled, without prejudice to any other of his rights, to forthwith cancel this agreement by written notice to the guilty party.

16. LIMITATION OF LIABILITY

- 16.1. Notwithstanding any other provision of this Agreement, in no event will the Parties, its members, directors, officers, employees, contractors, agents and/or invitees be liable to the other Party for any indirect or consequential damages (including without limitation, loss of goodwill, profit, revenue, savings or interruption of business) caused by, arising from or in any way connected with the provisions of this Agreement (including breach thereof) and/or any act or omission performed or omitted to be performed by the Parties in connection with this Agreement.
- 16.2. Subject to clauses 16.1 and any provision of this Agreement and its Annexures expressly limiting the liability of the Company, the Company's liability to the Customer in contract or delict or otherwise in relation to this Agreement is limited to 1 (one) month's Support Function Fees calculated as the average Support Function Fees paid by the Customer to the Company under this Agreement and its Annexures over any continuous period of 3 (three) months.

17. MISCELLANEOUS

- 17.1. Save as expressly permitted hereunder, a Party shall not, without the prior written approval of the other Party, which shall not be unreasonably withheld, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to any other person.
- 17.2. No provision of this Agreement (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this Agreement, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the Parties.
- 17.3. This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes.

Company initial	Customer initial
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ANNEXURE B: SERVICES

1. Pricing Summary

1.1. Table 1: Summary of pricing detail for Support Services

Summary for Support Service: Annual Contract with Monthly Payments			
	Monthly Support Function Fee (SLA)	Monthly Prepaid Consulting &	Total per month for 12 Months
Trinity Nyakabingo Mine Ltd			
Support Function Fee (SLA) & Service Hours	250.00	0.00	250.00
4Flow Management / QA Fee	950.00		950.00
Contract Period: 12 Months			
Hours: T&M @ \$ 95.00			
Amount Payable to Commence Service			TOTAL
Support Function Fee & Services Hours - *Monthly		\$	1,200.00
	15 % VAT		
	TOTAL: \$	\$	1,200.00

2. Service Terms

2.1. Expiry Date / Contract Period: **1 January 2025 – 31 December 2025**

2.2. Location:

Trinity Nyakabingo Mine Ltd, Northern province, Shyorongi, Rulindo, Rwanda

Rutongo Mines Ltd, Northern Province, Masoro, Rulindo, Rwanda

Trinity Musha Mines Ltd, Eastern Province, Musha, Rwamagana, Rwanda

at which the Company is required to provide the Services. In addition to on-site service provision, the Company may, where applicable and upon the Customer's request, deliver the Services remotely.

2.3. Normal Working Hours shall be construed as being the hours between 08h00 and 17h00 on any business day (any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time). Any reference to time shall be based upon South African Standard Time.

2.4. Customer Technical Contact/s: Rene Rugani, rene.rugani@trinity-metals.com

2.4.1. The Helpdesk will only accept Support Requests from Technical Contacts who have been nominated by the Customer.

2.5. Customer Support Manager: Olivier Nemeve, Olivier.nemeve@trinity-metals.com

2.5.1. The Customer Support Manager will be responsible for the management of the Agreement to ensure the Customer does not fall into breach of the Agreement and to review the performance of the Agreement.

2.6. Company Support Desk Contact: support@4sight.cloud

Company initial	Customer initial
	



3. Authorised Products

3.1. Table 2: Pricing detail for Authorised Products

Authorized Products Trinity Nyakabingo Mine Ltd		
Users and Products	Tier	Qty
Users:		
Sage 300 People Licences	User	7
Cashbook Lanpak Premium User	User	5
eWorkflow Named Users	User	20
Products:		
SAGE 300 PREMIUM		
System Manager	1	1
General Ledger	1	1
Accounts Receivable	1	1
Accounts Payable	1	1
Purchase Orders	1	1
Peresoft		
Cashbook Premium ERP	1	1
4Flow:		
4Flow Users (Up to 150 users)	1	1
4Flow Purchasing Suite	1	1
4Flow Sales Suite	1	1
Internal Requisitions	1	1

- 3.2. All evidence indicates that changes in staff, particularly system owners, adversely affect our ability to provide Support Services that are of a satisfactory level to our Customers. Furthermore changes in staff also have a negative impact on the continuity of the service offerings. Where staff changes are anticipated it is important that the Company is notified as early as is reasonably possible to ensure the Support Services are not disrupted.
- 3.3. Prior to each anniversary date of this Agreement, the Company and the Customer shall mutually agree on any adjustments to the Support Function Fees for the subsequent term.

Company Initial	Customer Initial
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4. Infrastructure Relief

4.1. Table 3: Pricing detail for Infrastructure Relief



Infrastructure Relief Trinity Nyakabingo Mine Ltd Facilities and Infrastructure
Infrastructure Maturity
- Infrastructure for remote access
- First-line support managed by client
- Consolidated call logging infrastructure
- Client has call logging or helpdesk infrastructure
- Dedicated system owner(s)
- Certified in-house consultant(s)

- 4.2. Remote access for support – remote access is the ability to get access to a computer or a network from a remote distance.
- 4.3. Firstline support managed by the Customer – Some organizations have internal technical support available to their staff for system problems. The Customer attempts to help the user solve specific problems.
- 4.4. Consolidated call logging infrastructure – the Customer manages the calls that are logged and consolidates them when it needs to be escalated to specialist resources or external third parties.
- 4.5. Call logging / Helpdesk infrastructure – where the Customer has an in-house Helpdesk where there is a resource that assists in the needed information and troubleshoots problems. The in-house helpdesks are geared toward providing help for employees only.
- 4.6. Dedicated system owner – the consultant is an expert and has a wide knowledge of the authorized software.

5. Prepaid Consulting and Service Fees

5.1. Table 4: Pricing detail for Prepaid Consulting and Service Fees

Prepaid Consulting and Service Hours		Trinity Nyakabingo Mine Ltd	
Consultant Level	Qty	Prepaid Rate	Total
Support Function Fee & Services Hours - Time and Material			
Support Consultant	T&M	\$ 95.00	T&M
Rates Exclude VAT			

Company Initial	Customer Initial
	



6. Disbursements

6.1. Table 5: Pricing detail for Disbursements

Disbursements (excluding VAT):	
Public transport (airfares, taxis, transfers)	For client account or recovered with 10% admin fee
AccTech or Private Transport	ZAR5.85 per km or \$0.50 per km
Travel time	Charged at 50% of consultant hourly tariff
Accommodation	For client account or recovered with 10% admin fee
Subsistence (meals, laundry, etc)	For client account or recovered with 10% admin fee
Out of town expenses	ZAR 250.00 or \$15.00 per day or recovered with 10% admin fee
Other expenses	For client account or recovered with 10% admin fee
Disbursements can be contained where the client provides transport, accommodation and subsistence. A standard charge may be agreed per trip.	

- 6.2. The Company encourages customers to plan and pay for travel and accommodation arrangements on behalf of travelling consultants as the best pricing can be negotiated and the administrative fees can be saved which we would levy when booking and paying for travel and accommodation.
- 6.3. The daily out-of-pocket expenses are payable when work is done outside Gauteng Province and must be paid directly to the consultants and is intended to cover "out-of-pocket" expenses and not for meals and subsistence.
- 6.4. Invoices for disbursements will be presented to the Customer and are payable within 14 (fourteen) days of presentation.

7. Terms and Conditions for Support Services

- 7.1. An order for this proposal will only be accepted after the master services agreement, its schedules and annexures have been finalized.
- 7.2. Any lead time or dates quoted for delivery are estimates. The Company shall use its reasonable endeavours to deliver within 10 (ten) to 14 (fourteen) working days or by the date otherwise agreed.
- 7.3. Payment for Support Services is due upon presentation of an invoice, annually in advance. Support Services cannot commence where payment has not been received.
- 7.4. This response is valid for a period of 30 (thirty) days after the date of preparation and is subject to re-validation thereafter.
- 7.5. All prices and rates included in this Annexure exclude applicable duties, levies and sales taxes, except where specifically indicated.
- 7.6. Prices are subject to change without prior notice due to supplier price or government duty charges. The Company reserves the right to modify the final billing accordingly but will advise in writing before doing so.
- 7.7. Billing rates are reviewed from time to time, and Services are provided at the then-current rate. Rates are reviewed annually but this may occur more frequently where circumstances dictate. Notwithstanding this, the rates specified here are guaranteed for 60 (sixty) days from acceptance of the Agreement.

Company initial	Customer initial
	



7.8. The Company reserves the right to cancel this Agreement should only part of the Agreement be accepted by the Customer.

For: 4Sight Systems (Pty) Ltd	For: Trinity Nyakabingo Mine Ltd
(signature) <i>Andre Cloete</i>	(signature)
(name and designation) Andre Cloete Chief IT officer	(name and designation)
Signed at Centurion on this January 27, 2025 (date)	Signed at (place) on this (date)
(signature of witness) <i>Maria-Louise Zitzke</i>	(signature of witness)
(name of witness) Maria-Louise Zitzke Ian Cronje	(name of witness)

Company Initial	Customer Initial
<i>dc mc</i>	<i>GN</i>



ANNEXURE C: HELPDESK PROCEDURE

CUSTOMER CALL LOG PROCEDURE

012 640 2600
You will be provided with a call tracking number

support@4sight.cloud
Please describe the support requirement and, if possible, supply a screen-shot of the issue. You will receive your call tracking number via e-mail

Please log a case with support@4sight.cloud and not with consultant

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graph TD
    1((1 Receive Support Call)) --> 2((2 Categorise Request))
    2 --> 3((3 Log a case and receive tracking number))
    3 --> 4((4 Assign to consultant))
    4 --> 5((5 Provide Solution))
    5 --> 6((6 Confirm with user))
    6 --> 7((7 Case Closed and Invoiced))
            
```

KINDLY PROVIDE THE FOLLOWING INFORMATION WHEN PLACING YOUR SUPPORT CALL

company name	software version
contact person	operating system
contact number	database type
product name	description of issue

RESPONSE TIME

1 Critical	2 Major	3 Minor	4 Request
1 hour	2 hours	3 hours	4 hours

AFTER HOURS SERVICE DESK NUMBER:
+27(0) 82 440 1454

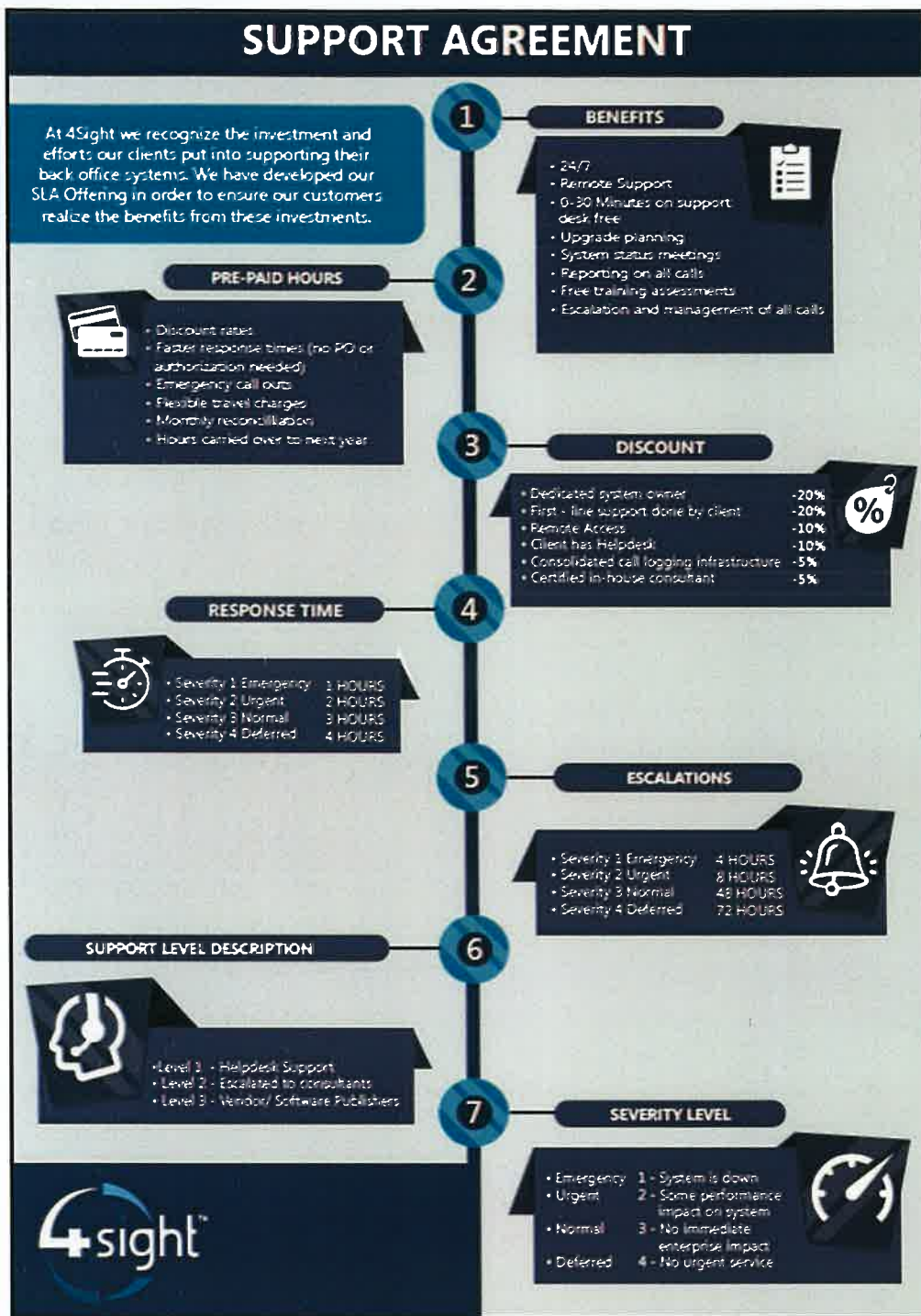
Company initial

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Customer initial

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ANNEXURE D: SUPPORT AGREEMENT



Company Initial
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Customer Initial
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ANNEXURE E: SUPPORT FUNCTION (SLA) FEE AND 4FLOW MANAGEMENT/QA FEE INCLUSIONS

1. Support Function (SLA) Fee includes:

- 24/7 Support Contact
- 0 – 30 Minutes on Support desk free
- Upgrade planning
- System status meetings
- Reporting on calls
- Training assessments
- Escalation and management of all calls
- Discounted rates (95 USD)
- Faster response times (No PO or authorisations needed)
- Emergency callouts
- Flexible travel charges

2. Support Function (SLA) Fee includes:

- Docker Maintenance
- 4Flow environment Quality Assurance checks
- QA on future enhancements

Company initial	Customer initial
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