

PRICING SCHEDULE

Integral part of the MASTER SUBSCRIPTION AGREEMENT RSA/_____ dated _____

Subscriber: _____

Fees: Year 1: ZAR_____ excluding VAT and any other taxes and payable in advance

Subscriber (full legal name): _____

Address of registration: _____

Address of the office _____

postal address _____

Contact person _____

Telephone number _____

e-mail address _____

For billing

Contact person _____

Telephone number _____

e-mail address: _____

Term of this Pricing Schedule: from _____ to _____

RENEWAL

This Pricing Schedule shall not automatically renew.

ESG GPS shall send the Subscriber a Renewal Invoice by email approximately forty-five (45) days before the expiry of then current term. Subscriber shall pay such invoice within 30 days from the date of receipt of the renewal invoice.

If the Subscriber pays the Renewal Invoice, then this Pricing Schedule shall renew for a further period of one year.

If Subscriber does not pay the Renewal Invoice before the expiry date of the then-current term of this Pricing Schedule or within thirty (30) days after receipt of the renewal invoice, whichever is later, then this Pricing Schedule shall terminate.

ADDITIONAL TERMS AND CONDITIONS

- 1 ESG GPS may provide Subscriber with additional content/products during a then-current term. Subscriber’s access and use of any such additional content/products shall be subject to the terms of this Pricing Schedule Agreement by signing this pricing schedule.
- 2 Portions of the Services may contain content from a Third-party Provider. Accordingly, Subscriber agrees that its access and use of a Third-party Provider’s content are subject to such Third-party Provider’s additional terms and conditions as may be communicated to the Subscriber from time to time.
- 3 All notices and other communications under this Pricing Schedule shall be in writing and shall be deemed to have been duly delivered if addressed as follows and is (a) delivered by hand or (b) sent by e-mail with confirmation of transmission by the transmitting equipment:

If to ESG GPS: ESG GPS, Block J, 90 Bekker Road, Hertford Office Park, Waterfall City, tel: +27 87 6549844

e-mail: info@esggps.com).

If to Subscriber: _____ tel _____ e-mail _____

- 4 Notwithstanding anything to the contrary, notice of fee increases may be in the form of an invoice or other notification sent via email to the Subscriber.
- 5 Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
- 6 This Pricing Schedule supersedes all previous Pricing Schedules/agreements between the parties with respect to its subject matter.
- 7 In the event of any conflict between the terms of this Pricing Schedule and those of the Agreement, the terms of this Pricing Schedule shall prevail, in respect of this Pricing Schedule only.
- 8 The signatures below are evidence of each party's (including any Affiliates licensed hereunder) agreement to be bound by the terms and conditions of this Pricing Schedule together with those of the the Agreement, the terms and conditions of which are incorporated herein by reference. Where Subscriber is not a party to the Agreement, Subscriber expressly acknowledges and agrees that, by entering into this Pricing Schedule, it shall be bound by, and shall comply in all respects with, the terms and conditions contained in such documents. To the extent Affiliates are licensed hereunder, the Subscriber signing below shall ensure compliance with, and will be liable to ESG GPS in the event of any breach of, the terms hereof by any Affiliates licensed hereunder to the same extent as if such breach were committed by such Subscriber.
- 9 Each of the undersigned acknowledges that he/she is authorized to execute this Pricing Schedule on behalf of the respective parties. The parties agree that execution of this document via an electronic signature process shall constitute valid execution hereof.

Signed at _____ on the ____ day of _____ 20__

Name: _____

On behalf of the Subscriber /client, who warrants
That he/she is duly authorised

Signed at _____ on the ____ day of _____ 20__

Name: _____

On behalf of the ESG GPS (Pty) Ltd, who warrants
That he/she is duly authorised