

Navigator Terms and Conditions

Provided by **PSH Newco (Pty) Ltd** trading as **Pilot**

Contents

1. Agreement and Acceptance
2. Definitions and Interpretation
3. The Navigator Service
4. Grant of Rights and License
5. Access, Accounts and Authentication
6. Customer Responsibilities
7. Acceptable Use Restrictions
8. Source Data and Customer Data
9. Nature and Limitations of Outputs
10. No Professional Advice
11. Third-Party Services and Sub-Processors
12. Service Levels, Support and Maintenance
13. Beta, Trial and Evaluation Features
14. Fees, Invoicing and Payment
15. Taxes
16. Intellectual Property Rights
17. Feedback
18. Data Protection and Privacy
19. Security
20. Confidentiality
21. Warranties
22. Disclaimers
23. Limitation of Liability
24. Indemnification
25. Term and Renewal
26. Suspension
27. Termination
28. Changes to the Service and to these Terms
29. Force Majeure
30. Notices
31. Assignment and Subcontracting
32. Dispute Resolution
33. Governing Law and Jurisdiction
34. General
35. Schedules



1. Agreement and Acceptance

- 1.1. These Terms are entered into between **PSH Newco (Pty) Ltd** (registration number 2024/752668/07), a private company incorporated in the Republic of South Africa and trading as "Pilot" ("**Pilot**", "we", "us" or "our"), and the customer identified in the Order Form ("**Customer**", "you" or "your"). Pilot and the Customer are each a "party" and together the "parties".
- 1.2. By signing an Order Form that references these Terms, by clicking to accept these Terms, or by accessing or using Navigator, the Customer agrees to be bound by the Agreement. If you accept on behalf of an organization, you warrant that you are authorised to bind that organization, in which case "Customer" refers to that organization.
- 1.3. Navigator is made available to business customers only. It is not offered to consumers for personal, domestic or household purposes.

2. Definitions and Interpretation

In the Agreement, unless the context indicates otherwise, the following words have the following meanings:

- 2.1. "**Agreement**" means the agreement between the parties comprising the Order Form, these Terms and the schedules and policies referred to in clause 35.
- 2.2. "**AI**" means artificial intelligence.
- 2.3. "**Authorised User**" means an individual employee, contractor or agent of the Customer (or of a Permitted Affiliate) who is authorised by the Customer to access Navigator under a subscription, and for whom a subscription has been purchased.
- 2.4. "**Beta Feature**" means any feature, functionality or version of Navigator that is identified as alpha, beta, preview, evaluation, trial or "early access", or that is otherwise made available on a pre-release basis.
- 2.5. "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 2.6. "**Confidential Information**" means the meaning given in clause 20.
- 2.7. "**Customer Data**" means all data, content, instructions, natural-language queries, prompts, configurations and other materials that are input into, or generated by the Customer or Authorised Users through, Navigator, together with the Outputs; and, for the purposes of the data-protection provisions, includes any Personal Information contained in the Source Data that Pilot Processes on the Customer's behalf.
- 2.8. "**Deterministic Engine**" means the governed computation layer of Navigator that computes numerical and analytical results from Source Data using validated, code-define business logic and the Semantic Layer, together with the pre-flight and post-flight validation controls applied to those results.



- 2.9. **"Documentation"** means the user and technical documentation for Navigator made available by Pilot, as updated from time to time.
- 2.10. **"Fees"** means the fees payable for the subscription and any related services, as set out in the Order Form.
- 2.11. **"Intellectual Property Rights"** means all intellectual property rights of any kind anywhere in the world, whether registered or unregistered, including copyright, patents, trade marks, designs, database rights, trade secrets, know-how and rights in confidential information.
- 2.12. **"Natural-Language Layer"** means the conversational and generative components of Navigator that interpret Authorised Users' questions, express results in natural language, and generate explanations, summaries and suggested follow-ups.
- 2.13. **"Navigator"** means Pilot's AI-powered business-intelligence service described in clause 3, including the Deterministic Engine, the Semantic Layer, the Natural-Language Layer, the Action Layer, the Documentation, and any updates made available to the Customer.
- 2.14. **"Order Form"** means the ordering document, online order or statement of work executed or accepted by the parties that references these Terms and sets out the subscription, the Fees, the number of Authorised Users and other commercial particulars.
- 2.15. **"Output"** means any answer, figure, calculation, chart, visualization, table, narrative explanation, recommendation or other result returned by Navigator in response to a query or instruction.
- 2.16. **"Personal Information"** means has the meaning given in POPIA.
- 2.17. **"Pilot Live"** means the Pilot enterprise resource planning and point-of-sale ecosystem through which Navigator is embedded and accessed, including via a secure tokenized interface.
- 2.18. **"POPIA"** means the Protection of Personal Information Act 4 of 2013, and its regulations, as amended.
- 2.19. **"Semantic Layer"** means the code-based, human-governed set of declarative models, metric definitions, permissions and business rules that maps natural language to validated business logic and against which the Deterministic Engine computes.
- 2.20. **"Source Data"** means the Customer's own business data that resides in, or is accessed through, Pilot Live and any other systems that the Customer connects to Navigator, upon which Navigator operates.
- 2.21. **"Sub-Processor"** means a third party engaged by Pilot to Process Personal Information in connection with Navigator, as further addressed in the DPP.
- 2.22. **"Subscription Term"** means the initial subscription period stated in the Order Form together with any renewal periods.
- 2.23. **"Terms"** means the terms set out in this agreement which state the terms of use of Navigator.
- 2.24. **"VAT"** means Value Added Tax Act 89 of 1991, as amended.
- 2.25. In these Terms: (a) clause headings are for convenience only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) a reference to a statute is to that statute as amended or re-enacted; (d) "including", "in particular" and similar expressions are illustrative



and do not limit the words they follow; (e) "writing" includes email; and (f) references to "Process", "Responsible Party", "Operator" and "data subject" bear the meanings given in POPIA.

3. The Navigator service

- 3.1. Navigator is an AI-powered business-intelligence service that enables Authorised Users to ask questions of the Source Data in natural language and to receive answers, calculations, visualizations, comparisons, trends, drivers of change and suggested follow-ups. Navigator is embedded within, and accessed through, Pilot Live by means of a secure tokenized interface.
- 3.2. The trust architecture. Numerical results returned by Navigator are computed by the Deterministic Engine from the Source Data and are not generated by a language model. The Natural-Language Layer handles only the interpretation of questions and the expression of answers. The Customer acknowledges that this separation, while designed to make numerical Outputs traceable and repeatable, does not remove the Customer's responsibility to verify Outputs as set out in clauses 9 and 10.
- 3.3. Pilot may improve, enhance and modify Navigator on a continuous basis.
- 3.4. The Customer hereby acknowledges that Navigator requires an active and properly configured Pilot Live environment. The provisioning, availability and support of Pilot Live and of the Customer's own source systems are the Customer's responsibility and, except where separately agreed in writing, fall outside the scope of the Agreement.

4. Grant of Rights and License

- 4.1. Subject to the Agreement and to payment of the Fees, Pilot grants the Customer a non-exclusive, non-transferable, non-sublicensable and revocable right, during the Subscription Term, to access and use Navigator, and the Documentation, for the Customer's internal business purposes, up to the number of Authorised Users specified in the Order Form.
- 4.2. The Customer remains responsible for each Permitted Affiliate's and Authorised User's compliance with the Agreement as if it were the Customer's own compliance. The Customer shall be liable for any non-compliance with the terms of the Agreement by the Authorised User's.
- 4.3. All rights not expressly granted to the Customer are reserved by Pilot and its licensors. The Customer receives a right to use Navigator and acquires no ownership of it.

5. Access, Accounts and Authentication

- 5.1. Access to Navigator is provisioned through Pilot Live using tokenized authentication. The Customer is responsible for maintaining the confidentiality of all access credentials and tokens and for all activity that occurs under its accounts and those of its Authorised Users.



5.2. The Customer shall ensure that only Authorised Users access Navigator and shall notify Pilot promptly on becoming aware of any unauthorized access or use.

5.3. Pilot may act on any instruction or query received through valid credentials and is under no obligation to verify the identity or authority of the person using them.

6. Customer Responsibilities

6.1. The Customer shall: (a) ensure that its Authorised Users comply with the Agreement and all applicable law; (b) maintain the systems, connectivity, Pilot Live subscription and third-party licenses needed to use Navigator; (c) ensure that it has the right to make the Source Data available for Processing through Navigator and to obtain the resulting Outputs; (d) obtain all consents and provide all notices required for that Processing; and (e) designate at least one administrator to manage users and receive operational notices.

6.2. The Customer is responsible for configuring permissions, roles and data-access scopes appropriately for its Authorised Users, and for reviewing those configurations from time to time.

6.3. The Customer is responsible for the use to which it, its Permitted Affiliates and its Authorised Users put the Outputs, and for any decisions taken or actions performed in reliance on them.

7. Acceptable Use Restrictions

7.1. The Customer shall not, and shall ensure that its Authorised Users do not:

7.1.1. copy, modify, translate, or create derivative works of Navigator, or reverse engineer, decompile or disassemble any part of it, or attempt to derive its source code, models, prompts or the structure or contents of the Semantic Layer, except to the extent this restriction is prohibited by law;

7.1.2. attempt to circumvent, disable or interfere with any security, permission, guardrail, validation or usage-limit feature of Navigator, including by prompt injection or similar techniques;

7.1.3. use Navigator, or any Output, to build, train or improve a competing product or service, or to benchmark Navigator, without Pilot's prior written consent;

7.1.4. introduce any malicious code, or use Navigator to store or transmit unlawful, infringing or harmful material;

7.1.5. access or use Navigator other than through the interfaces and within the usage limits made available by Pilot, or scrape or bulk-extract data other than through supported export functionality; or

7.1.6. use Navigator in any way that breaches applicable law, the rights of any third party, or the Acceptable Use Policy.

8. Source Data and Customer Data

- 8.1. Navigator operates on top of the Customer's existing data. The Source Data and the Customer Data remain the property of the Customer (or its licensors). Nothing in the Agreement transfers ownership of the Source Data or the Customer Data to Pilot.
- 8.2. The Customer grants Pilot, and its Sub-Processors, a non-exclusive license to host, copy, transmit, index, compute upon and display the Source Data and the Customer Data, and to create the Outputs, in each case solely as necessary to provide, secure, maintain and support Navigator and as permitted.
- 8.3. The Customer hereby acknowledges that the Outputs are derived from the Source Data as it exists in the Customer's source systems. Pilot does not originate, verify, correct or audit the Source Data, and does not warrant its accuracy, completeness, currency or fitness for any purpose. The quality and reliability of the Outputs depend on the quality of the Source Data and on the correctness of the connected systems.
- 8.4. The Customer hereby acknowledges that Navigator relies on data-synchronization and materialization processes. Outputs may reflect the Source Data as at the most recent successful refresh rather than in real time, and refresh cadences across connected systems may compound. The Customer shall have regard to the effective date of the data underlying any Output before relying on it.
- 8.5. The Customer is responsible for the legality of the Source Data and the Customer Data and for ensuring that its provision to, and Processing by, Navigator does not infringe any third party's rights or breach any applicable law.

9. Nature and Limitations of Outputs

- 9.1. The Customer acknowledges that –
 - 9.1.1. Navigator combines deterministic computation with probabilistic, AI-based interpretation, and that this has the following consequences for the Outputs;
 - 9.1.2. The Natural-Language Layer interprets the meaning of a question. It may misinterpret ambiguous, incomplete or compound questions, or apply a metric definition, filter or time period other than the one the user intended.
 - 9.1.3. Explanations, summaries, narrative commentary and suggested follow-ups generated by the Natural-Language Layer are probabilistic and may, on occasion, be incomplete or inaccurate.
 - 9.1.4. Outputs reflect the business logic and metric definitions configured in the Semantic Layer. Where a metric is defined in a particular way (for example, net of returns or excluding a test location), the Output reflects that definition, which may differ from a definition the Customer applies elsewhere.



9.1.5. Pilot does not warrant that the Outputs shall be accurate, complete, error-free or fit for any particular purpose, or that Navigator shall be uninterrupted. The Outputs are provided for information and decision-support only.

10. No Professional Advice

10.1. The Customer shall apply independent, competent human judgement before relying on any Output for a material decision.

10.2. The Customer remains solely responsible for its business decisions.

10.3. Action Layer. Where the Action Layer is enabled, actions are initiated only on the instruction of an Authorised User. The Customer is responsible for reviewing and authorizing each action and for its consequences, and Pilot is not liable for actions executed on the Customer's or an Authorised User's instruction.

11. Third-Party services and Sub-Processors

11.1. Navigator incorporates and relies on third-party services, including cloud hosting and infrastructure, large-language-model and other AI services, the LAIQ natural-language technology licensed from Espresso, and implementation and stewardship services provided by QuantiFi. Pilot remains responsible to the Customer for Navigator in accordance with the Agreement.

11.2. Model providers. Customer Data submitted to third-party model providers in the course of providing Navigator is handled in accordance with the DPP. Pilot shall not permit Customer Data or Source Data to be used to train third-party foundation models except to the extent expressly permitted in the DPP or the Order Form.

11.3. Pilot is not responsible for services, systems or content that are provided or controlled by the Customer or by third parties outside Pilot's reasonable control, including the Customer's connected source systems and, except where separately agreed, Pilot Live itself.

12. Service Levels, Support and Maintenance

12.1. Pilot shall use commercially reasonable efforts to make Navigator available in accordance with the Service Level Terms (Schedule 2) and to provide support through the channels and within the hours stated there.

12.2. Pilot may perform scheduled maintenance, and shall use reasonable efforts to give advance notice of maintenance that is likely to cause material disruption. Pilot may perform emergency maintenance without notice where necessary to protect the security or integrity of Navigator.

12.3. The Service Level Terms do not apply to Beta Features, to issues caused by the Customer's systems or the Source Data, or to matters excluded under clause 11.3 or arising from a Force Majeure Event.



13. Beta, Trial and Evaluation Features

- 13.1. Pilot may make Beta Features available to the Customer. Beta Features are provided for evaluation, are not generally available, and may be changed, limited or withdrawn at any time.
- 13.2. Notwithstanding any other provision, Beta Features are provided "as is" and "as available", without warranty or service-level commitment of any kind, and Pilot's liability in respect of Beta Features is excluded to the maximum extent permitted by law. Information about, and access to, Beta Features is Confidential Information of Pilot.
- 13.3. Where the Customer participates in a beta or pilot programme, it shall provide reasonable feedback if requested.

14. Fees, Invoicing and Payment

- 14.1. The Customer shall pay the Fees set out in the Order Form. Unless the Order Form states otherwise, Navigator is charged on a per-Authorised-Site subscription basis, subject to any minimum-user commitment stated in the Order Form, and any one-off onboarding or set-up fees are payable as stated there.
- 14.2. Unless the Order Form states otherwise, Pilot will debit the fees for each billing period on the same date and time fees are submitted for other services on your Pilot account, without deduction or set-off.
- 14.3. Overdue amounts shall bear interest at the prime rate (as quoted by the Standard Bank of South Africa) plus 2% compounded monthly. Pilot may also suspend Navigator for non-payment.
- 14.4. If the Customer disputes an invoice in good faith, it shall pay the undisputed portion by the due date and notify Pilot of the disputed portion within 10 Business Days, and the parties will resolve the dispute promptly and in good faith.

15. Taxes

- 15.1. All Fees are exclusive of VAT and any other applicable taxes, duties or levies, which the Customer shall pay in addition at the rate in force. Pilot shall issue a valid tax invoice in accordance with the requirements of the South African Revenue Service.

16. Intellectual Property Rights

- 16.1. The Parties agree that Pilot and its licensors own all Intellectual Property Rights in and to Navigator, and all improvements, modifications and derivative works, whether or not developed in the course of providing Navigator to the Customer.



16.2. The Parties agree that, the Customer owns all Intellectual Property Rights in and to the Source Data and the Customer Data. The Customer grants Pilot only the licenses expressly set out in the Agreement.

16.3. Aggregated and de-identified data.

Pilot shall be entitled to collect and use technical, usage and performance data, and may create aggregated and de-identified data derived from use of Navigator, to operate, secure, support, improve and develop its products and services, provided that such data does not identify the Customer, any Permitted Affiliate or any individual and is not disclosed in a form that reveals the Customer's Confidential Information.

17. Feedback

17.1. If the Customer or an Authorised User provides suggestions, ideas or other feedback about Navigator, the Customer grants Pilot a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate that feedback without restriction or obligation of any kind.

18. Data Protection and Privacy

18.1. Each party will comply with POPIA and other applicable data-protection laws in connection with the Agreement.

18.2. Roles.

In respect of Personal Information contained in the Source Data or Customer Data, the Customer is the Responsible Party and Pilot acts as an Operator, Processing such Personal Information only on the Customer's documented instructions and for the purpose of providing Navigator, except where the law requires otherwise.

18.3. The Data Processing Policy (Schedule 3) governs the Processing of Personal Information and, in the event of any conflict with these Terms in relation to such Processing, the DPP prevails.

18.4. Pilot shall: (a) maintain appropriate, reasonable technical and organizational security safeguards; (b) ensure that persons authorised to Process the Personal Information are subject to confidentiality obligations; (c) impose equivalent data-protection obligations on its Sub-Processors; (d) taking into account the nature of the Processing, reasonably assist the Customer with data-subject requests and with security-compromise notification and other POPIA obligations; and (e) on termination, return or delete the Personal Information in accordance with the DPP.

18.5. Cross-border processing.

Where the Processing or hosting of Personal Information takes place outside the Republic of South Africa, Pilot shall ensure that a lawful transfer mechanism under section 72 of POPIA applies.

18.6. The Customer warrants that it has a lawful basis to make the Source Data and Customer Data available for Processing through Navigator, and that it has provided all notices and obtained all consents required for that Processing, including in relation to any Authorised User.



18.7. Each party shall notify the other without undue delay on becoming aware of a compromise of Personal Information Processed under the Agreement, and will co-operate in good faith in responding to it.

19. Security

- 19.1. Pilot shall implement and maintain appropriate technical and organizational measures designed to protect Navigator and the Customer Data against unauthorized or unlawful access, loss, destruction or damage, including encryption of data in transit and at rest, tokenized authentication, permission checks applied at query time, and logging of queries for auditability.
- 19.2. The Customer is responsible for security measures within its control, including safeguarding credentials and tokens, managing Authorised Users and their permissions, and securing its own systems and endpoints.

20. Confidentiality

- 20.1. **"Confidential Information"** means non-public information disclosed by one party (the **"discloser"**) to the other (the **"recipient"**) that is marked or would reasonably be understood to be confidential, including the terms of the Agreement, the Source Data and Customer Data, and information about Navigator (including the Semantic Layer, the Deterministic Engine and Beta Features).
- 20.2. The recipient will: (a) use the Confidential Information only to perform or exercise its rights under the Agreement; (b) protect it with at least the same degree of care it uses for its own confidential information and no less than a reasonable degree of care; and (c) not disclose it except to its personnel, professional advisers and subcontractors who need to know it and who are bound by equivalent obligations.
- 20.3. Clause 20.1 does not apply to information that is or becomes public other than through breach, is independently developed without use of the Confidential Information, or is lawfully received from a third party without restriction. A recipient may disclose Confidential Information to the extent required by law or a competent authority, having first, where lawful, notified the discloser.
- 20.4. The confidentiality obligations continue for the Subscription Term and for one year after it ends, and indefinitely in respect of trade secrets.



21. Warranties

- 21.1. Each party warrants that it has the authority to enter into and perform the Agreement.
- 21.2. Pilot warrants that it shall provide Navigator with reasonable skill and care and that, during the Subscription Term, Navigator shall perform materially in accordance with the documentation under normal use. Pilot further warrants that it will not knowingly introduce malicious code into Navigator.
- 21.3. The Customer warrants that it has the rights necessary to make the Source Data and Customer Data available for Processing and that its use of Navigator shall comply with applicable law and the Agreement.
- 21.4. Exclusive remedy. If Navigator does not conform to the warranty in clause 21.2, the Customer's exclusive remedy, and Pilot's entire liability, is for Pilot to use reasonable efforts to correct the non-conformity and, if it fails to do so within a reasonable time, for the Customer to terminate the affected subscription and receive a refund of Fees pre-paid for the unused period of the terminated subscription. This warranty does not apply to non-conformities caused by the Source Data, the Customer's systems, misuse, or Beta Features.

22. Disclaimers

- 22.1. Except for the express warranties in clauses 21.1 to 21.4, and to the maximum extent permitted by law, Navigator, the Documentation and the Outputs are provided "as is" and "as available", and Pilot disclaims all other warranties, representations and terms, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement.
- 22.2. Without limiting clause 22.1, Pilot does not warrant that the Outputs shall be accurate, complete or suitable for any purpose, that Navigator shall be uninterrupted or error-free, or that all errors will be corrected. The Customer's reliance on any Output is at its own risk, subject to the express terms of the Agreement.
- 22.3. Nothing in this clause limits any warranty or right that cannot be excluded under applicable law, including under the Consumer Protection Act 68 of 2008 to the extent it applies.

23. Limitation of Liability

- 23.1. **Excluded losses.** Neither party is liable to the other for any indirect, special or consequential loss, or for any loss of profit, revenue, anticipated savings, goodwill, business or business opportunity, or for any loss or corruption of data, in each case whether arising in contract, delict (including negligence) or otherwise, and whether or not foreseeable.



23.2. Aggregate cap. Subject to clause 23.1, each party's total aggregate liability arising out of or in connection with the Agreement in any twelve-month period is limited to the total Fees paid or payable by the Customer under the Agreement in the twelve (12) months immediately before the event giving rise to the liability. This cap does not apply to the Customer's obligation to pay Fees.

23.3. The Customer acknowledges that the allocation of risk in clauses 23.1 to 23.2 is reflected in the Fees and is reasonable given the nature of Navigator.

24. Indemnification

24.1. By the Customer. The Customer shall indemnify Pilot against all losses, damages, costs and expenses (including reasonable legal costs) arising from a third-party claim to the extent it arises from: (a) the Source Data or Customer Data, or Pilot's Processing of it in accordance with the Agreement; (b) the Customer's or an Authorised User's breach of clause 7 (Acceptable Use), the Acceptable Use Policy, or applicable law; or (c) the Customer's breach of its data-protection warranties.

24.2. By Pilot. Pilot will indemnify the Customer against amounts finally awarded against the Customer arising from a third-party claim that the Customer's authorised use of Navigator (excluding the Source Data, the Customer Data, and Beta Features) infringes that third party's Intellectual Property Rights. If such a claim arises, Pilot may, at its option, procure the right for the Customer to continue using Navigator, modify it so it is non-infringing, or terminate the affected subscription and refund pre-paid Fees for the unused period. This Indemnification clause states Pilot's entire liability for intellectual-property infringement.

24.3. Conditions. The indemnified party shall promptly notify the indemnifying party of the claim, give it sole control of the defense and settlement (provided no settlement imposes a non-indemnified obligation on the indemnified party without consent), and provide reasonable co-operation.

25. Term and Renewal

25.1. The Agreement begins on the effective date stated in the Order Form and continues for the initial Subscription Term stated there.

25.2. Unless the Order Form states otherwise, the subscription automatically renews for successive periods equal to the initial Subscription Term, unless either party gives written notice of non-renewal at least 30 days before the end of the then-current period.



26. Suspension

- 26.1. Pilot may suspend the Customer's or an Authorised User's access to Navigator, in whole or in part, if: (a) an amount is overdue and remains unpaid; (b) Pilot reasonably believes there is a security risk, unlawful use, or breach of clause 7; or (c) suspension is required to comply with law or a direction of a competent authority.
- 26.2. Pilot shall, where practicable, give reasonable notice before suspending and will restore access promptly once the cause is resolved. Pilot is not liable for any suspension made in accordance with this clause, and suspension does not relieve the Customer of its obligation to pay Fees.

27. Termination

- 27.1. Either party may terminate the Agreement (or an affected Order Form) with immediate effect on written notice if the other: (a) commits a material breach that is not remediable, or that is remediable but is not remedied within 30 days after written notice requiring it to do so; or (b) is subject to a business-rescue proceeding, liquidation, or an event indicating its inability to pay debts as they fall due.
- 27.2. Pilot may terminate on notice if the Customer repeatedly breaches the Agreement in a manner that demonstrates an inability or unwillingness to comply.
- 27.3. Termination of the Agreement terminates all Order Forms unless the parties agree otherwise in writing.
- 27.4. All Fees payable to Pilot upon termination of the Agreement shall remain due and payable and shall not be affected by the termination.

28. Changes to the Service and to these Terms

- 28.1. Pilot may update Navigator from time to time as contemplated in clause 3, and may add, modify or discontinue features, provided it does not materially reduce the core functionality for which the Customer has paid during a current Subscription Term.
- 28.2. Pilot may amend these Terms, the Service Level Terms or the Acceptable Use Policy on reasonable notice. Where a change materially and adversely affects the Customer, it takes effect at the start of the next renewal period, unless the change is required by law or to address a security or legal risk, in which case it may take effect sooner on notice. Continued use of Navigator after a change takes effect constitutes acceptance of it.

29. Force Majeure

29.1. Neither party is liable for any delay or failure to perform (other than an obligation to pay money) caused by an event beyond its reasonable control, including acts of God, natural disaster, epidemic, war, civil unrest, failure of utilities, telecommunications or third-party infrastructure, or government action (a "Force Majeure Event"). The affected party will notify the other and use reasonable efforts to mitigate. If a Force Majeure Event continues for more than 30 days, either party may terminate the affected subscription on written notice.

30. Notices

- 30.1. Notices under the Agreement shall be in writing and sent to the address or email stated in the Order Form (or as updated by notice) or any other Agreement for the use of Pilot services. A notice is deemed received: if delivered by hand, on delivery; if by email.
- 30.2. The parties choose the physical addresses stated in the Order Form as their addresses for the service of legal process (*domicilium citandi et executandi*).

31. Assignment and Subcontracting

- 31.1. The Customer may not cede, assign or transfer any of its rights or obligations under the Agreement without Pilot's prior written consent, not to be unreasonably withheld. Pilot may cede or assign the Agreement to an affiliate or in connection with a merger, reorganization or sale of the business or assets to which it relates.
- 31.2. Pilot may subcontract the performance of its obligations but remains responsible for the performance of Navigator in accordance with the Agreement.

32. Dispute Resolution

- 32.1. If a dispute arises, the parties will first attempt in good faith to resolve it through discussion between their authorised representatives, escalating to senior management if not resolved within 10 Business Days.
- 32.2. If the dispute is not resolved within a further 15 Business Days, either party may refer it to confidential arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA) by a single arbitrator, seated in Johannesburg or Cape Town and conducted in English. This clause does not prevent either party from seeking urgent interim relief from a competent court.

33. Governing Law and Jurisdiction

- 33.1. The Agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

33.2. Subject to clauses 32.1 and 32.2, the parties submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division / Western Cape Division (as applicable).

34. General

- 34.1. Entire agreement. The Agreement is the entire agreement between the parties about its subject-matter and supersedes all prior discussions and agreements. Each party confirms it has not relied on any representation not set out in the Agreement, save that nothing limits liability for fraud.
- 34.2. Variation. Except as provided in clause 28, any variation of the Agreement shall be in writing and signed by, or on behalf of, both parties.
- 34.3. Severability. If any provision is found to be invalid or unenforceable, it shall be severed and the remaining provisions shall continue in force.
- 34.4. No waiver. A failure or delay in exercising a right is not a waiver of it, and no single or partial exercise prevents any further exercise.
- 34.5. Relationship of the parties. The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, employment or agency relationship.
- 34.6. Third parties. Except that Pilot's licensors and Sub-Processors may enforce the provisions that protect them, a person who is not a party to the Agreement has no right to enforce any of its terms.
- 34.7. Electronic acceptance and counterparts. The Agreement may be accepted electronically and signed in counterparts, each of which is an original and which together form one agreement. The parties consent to the use of electronic signatures under the Electronic Communications and Transactions Act 25 of 2002.

35. Schedules

The following schedules form part of the Agreement.

Order Form (commercial particulars: users, Fees, term)
Service Level Terms (availability and support)
Data Processing Addendum (POPIA)
Acceptable Use Policy