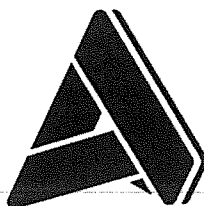


Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	Revision	ID
Order Form	1	628e5a38307a691b08bc49c5
SOW Freddy Hirsch - Upgrade to UnityF8 6.2	1	628e5a39307a691b08bc49ea

Contracts signed by:

Antoinette Petim Group IT Manager, Freddy Hirsch (Pty) Ltd	Signer ID: antoinette.petim@freddyhirsch.co.za Email: antoinette.petim@freddyhirsch.co.za
Party has not signed the contracts yet.	

Hellen Stein Legal, Aptean	Signer ID: hellen.stein@aptean.com Email: hellen.stein@aptean.com
Party has not signed the contracts yet.	

Contracts have not been signed by all parties.



Freddy Hirsch Group (Pty) Ltd

This Order Form, together with the Terms and Conditions (December 2012) dated 2014-03-26 (the "Agreement") between Sanderson Ltd ("Licensor") and Freddy Hirsch Group (Pty) Ltd ("Customer") and incorporated herein by reference contains the full agreement of Licensor and Customer as to the purchase/license and provision of the Software and/or services listed below. This Order Form is dated and effective as of the last date entered in the signature block below (the "Effective Date"). In case of any conflict between the Agreement and this Order Form, the terms and conditions on the Order Form shall control.

Licensor Representative: Rob Jackson	Licensor Email: rob.jackson@aptean.com
Customer Representative:	
<u>Customer Billing Information:</u>	<u>Customer Shipping Information:</u>
Name:	Name:
Address: PO Box 2554 Cape Town, 8000 , South Africa	Address: PO Box 2554 Cape Town, 8000 , South Africa
Phone:	Phone:
Email: shameel.fisher@freddyhirsch.co.za	Email: shameel.fisher@freddyhirsch.co.za
End User:	

A. Invoicing and Payment Terms

1. Do not pay from this Order Form. Licensor will invoice Customer upon execution of this Order Form for the fees set forth below plus applicable taxes.
2. Customer shall pay Licensor Net 15 from the date of the invoice. In case of late payment, Customer may be subject to a late fee up to 1.5% per month.
3. Fees for Subscription Services or Maintenance Services will be billed Annually .
4. Licensor has a NO REFUND policy.
5. Where Customer requires Licensor's invoice to reference the Customer's purchase order number, Customer agrees to provide its purchase order to Licensor within 5 days of the earlier of (i) signature of the corresponding Order Form and (ii) Licensor's written request. All terms, conditions, or provisions which may appear as preprinted language or otherwise be inserted within any purchase order shall be of no force and effect and acceptance of a purchase order will not constitute as a written instrument modifying the Agreement.

B. Additional Terms

1. Professional Services Terms

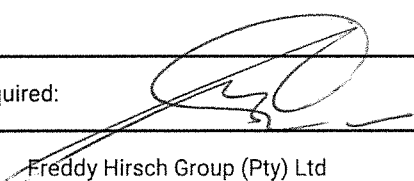
- a. Licensor and the Customer agree that the professional service and services deliverables ("Service Deliverables") to be provided by Licensor pursuant to this Order Form are set out in the attached Statement of Work Schedule (the "Schedule"), which is hereby incorporated into this Order Form. In case of any conflict between the terms and conditions of this Order Form and the Schedule, the Schedule shall control.
 - b. By signing this Order Form, Customer hereby accepts and agrees to be bound by the applicable terms and conditions for Professional Services made available to Customer at legal.aptean.com/professional-services, which are incorporated herein by reference
2. The Initial Term Products Total is an estimate and will be adjusted based on the actual Start Date.
 3. This Order Form, together with the Agreement, constitutes the entire agreement and supersedes all prior agreements (verbal or written) between the parties with respect to the subject matter hereof.
 4. If a party executes this Order Form via electronic signature, then such electronic signature shall be deemed to be such party's original signature for all purposes. The exchange of copies of this Order Form and of the signature pages by facsimile or other electronic transmission shall constitute effective execution and deliver of this Order Form as to the parties and may be used in lieu of the original Order Form for all purposes.
 5. The terms and conditions stated herein are expressly contingent upon Customer's execution of this Order Form by Jun 24, 2022 .

PROFESSIONAL SERVICES			
Services	Unit	Qty	Price
Unity F8 Post-Implementation Services (T&M) 775 daily rate	Daily	23	GBP 17,825.00

PROFESSIONAL SERVICES TOTAL

GBP 17,825.00

Signatures Required:


Freddy Hirsch Group (Pty) Ltd

Sanderson Ltd

By:

M H Ajam

Name:

Title:

CFD

Date:

24/06/2022

PO #:

Tax

Exempt #:

By:

Date:



Freddy Hirsch Group (Pty) Ltd

Schedule To Statement of Work

16 May 2022 – 1.0
Reference: BJ/160522

1. Introduction and Objectives

This is a Statement of Work for Professional Services, for Freddy Hirsch Group (Pty) Ltd (hereinafter referred to as the Customer).

1.1 Understanding the Requirements

The Customer would like to upgrade to the latest release of Apteau UnityF8 ERP software taking them from their present v6.0 installation to a v6.2 version.

1.2 References

Please refer to the following items which are associated with this Schedule;

2. Scope of Services

Pursuant to the terms of the Statement of Work (SOW) to which this Schedule is attached, Apteau shall provide to the Customer the Services listed below:

Provide software upgrade consultancy services to cover the upgrade from Apteau UnityF8 v5 to Apteau UnityF8 v6.2 Roles and Dashboard latest release software in the FHG and TEST environments in use at the customer.

Any tasks not listed above are not included in the Services provided pursuant to this Schedule.

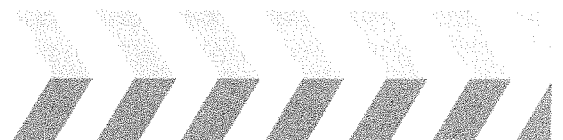
2.1 Project Scope

Implementation consultancy and customisation resources will be provided to cover the following tasks:

Software Upgrade to v6.2

- › Create a new test account and configure for user connection
 - › Install latest release of client software to test terminal server
 - › Install latest release to database
 - › Configure Web server (Roles and Dashboards landing page) and configure within the v6.2 environment.
 - › User Trouble Shooting / Log on Issues
-
- › User Acceptance Testing (UAT)
 - › UAT Sign Off
 - › Go Live Confirmation and Prep
 - › Go-Live Support
 - On-site support will be provided with two consultants on-site at the time of go-live
 - It is estimated that both consultants will be required for 1 week

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- › Project Management through project lifecycle

2.2 Out of Scope

The following items are confirmed as out of scope for this SOW:

- › Configuration to environments over and above those already in use by the customer
- › Remote server connection – it is expected that the appropriate test server will be available through existing remote connection services at the outset of this project.
- › Changes to any other screens, processes or documents not specifically referenced in this SOW.
- › Consultancy for any new processes and programs that will become available in the new release

2.3 Project Approach

Aptean may use the Aptean PATHFINDER methodology as a process guideline for the provision of the Services and Deliverables included in this Schedule. Our service delivery methodology will comprise of the following five phases:

1. SCOPE
2. ANALYZE
3. BUILD
4. DELIVER
5. SUPPORT

Project Management – The Aptean "Pathfinder" Methodology is built on a foundation of well-practiced project management principles.

The Project Management team on the project is comprised of Aptean Project Management resources and the Customer team leader resources.

2.4 Change Control

Any changes to the scope or agreed functionality of the system, or requests for additional work will be handled through the Aptean standard change management process. A Change Order (see Appendix A) will be raised by Aptean for approval on the project and will be contracted separately.

3. ESTIMATED SCHEDULE AND DELIVERABLES

The following Schedule and deliverables have been identified within this Schedule.

3.1 Estimated Timescales

The estimated timetable for the Services will be agreed by the parties upon signature of the SOW.

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3.2 Deliverables from Aptean

Aptean will deliver the following items under this Schedule;

- › Aptean UnityF8 ERP v6.0 to v6.2 Roles and Dashboards latest release upgrade.
- › Implementation services to cover Project Management, UAT and Live implementation.
- › Services as described in 2.1 Project Scope to cover the upgrade tasks.

3.3 Deliverables from the Customer

The Customer will deliver the following items to support the activities for this Schedule;

- › A Project Manager who will be the first point of contact for the customer regarding the activities carried out under this Schedule and who will coordinate and manage the customer resources and activities.
- › A Business and Technical Analyst with good working knowledge of the Customer's requirements.
- › Access to the Customer IT and DBA staff where required to support any IT related activities carried out under the scope of this Schedule
- › Hardware, system software and any 3rd party software required to support any environment (e.g. Development, Acceptance, and Production).
- › User Acceptance Test Plan for Aptean to review prior to UAT.
- › Appropriate training room with training facilities (including overhead projector, Whiteboard, Flipchart) for delivering any training sessions or workshops that are part of the scope of work.
- › Access to the Customer's relevant software applications and computer systems during the installation of the deliverables in the Customer's IT environment.
- › If Aptean is required to deliver services onsite, the Customer will provide a reasonably convenient workspace including: (i) workstation equipped with applicable network interfaces including access to external networks and the internet, and (ii) printing capabilities.
- › The Customer must provide connectivity for remote access to project environments for offsite team members.

3.4 Assumptions

The following assumptions have been made when producing this Schedule;

- › Any items and activities outside the scope items defined in section 2 of this document are explicitly out of scope of this project.
- › The Customer is responsible to supply and install all prerequisite software.
- › Services will be provided remotely, unless otherwise specified.
- › All software is to be delivered electronically.

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- The Aptean project manager will provide a single point of contact between the Customer and Aptean with regard to scope, schedule, and resources assigned to accomplish the Aptean services.
- Aptean consultant(s) will work under the direction of the Aptean Project Manager or designee.
- The Customer will provide a VPN connection for Aptean resources for off-site connectivity for activities requiring remote access.
- The Customer will have the appropriate computer hardware and technical environment in place, and will provide all required access, prior to the Aptean consultants commencing work.
- If work is to be performed at the Customer's facility, the Customer will provide adequate office facilities in close proximity to the designated members of the customer staff assigned to work with Aptean on this project. Facilities for each consultant will include Internet access for accessing Aptean intranet using Aptean laptop computers.
- The Customer will provide functional and technical resources as needed throughout the life of the project that will serve as core team members, subject matter experts and project execution resources.
- Aptean's delivery of the Services is dependent on (i) the Customer's timely and effective completion of the Customer Responsibilities, (ii) the accuracy and completeness of the Assumptions, and (iii) timely decisions and approvals by the Customer's management. Additional fees and charges may be applicable for deficiencies or delays in the Customer Deliverables.
- The Customer is responsible for testing the Software and reporting any deficiencies to Aptean for investigation.
- Aptean is not responsible for procuring or deploying any required non-embedded third party products and services unless otherwise stated.
- Aptean will be providing English language products, documentation and services unless otherwise stated.

4. CHARGES

4.1 Fee Summary

All fees presented are expressed in **GBP** unless stated otherwise.

Task	Estimated Effort	Estimated Duration	Resources	Day Rate	Fee
Project Management	3	3	Professional Services	£775.00	£2,325.00
Create Test Account	1	1	Professional Services	£775.00	£775.00
Installation of UnityF8 client, BS736 & Database for V6 UnityF8 Upgrade	2.5	2.5	Professional Services	£775.00	£1,937.50
User Acceptance Testing (UAT)	4	4	Professional Services	£775.00	£3,100.00
TOTAL					£8,137.50

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Task	Estimated Effort	Estimated Duration	Resources	Day Rate	Fee
Go-Live (installation)	0.5	0.5	Professional Services	£775.00	£387.50
Go-Live support (on-site, 6 days per person, 2 people)	12	6	Professional Services x 2	£775.00	£9,300.00
Accommodation and subsistence			Professional Services x 2		
TOTAL					£9,687.50

Flight costs will be covered by Aptean for 2 people return flights to South Africa. If costs vary appreciably on different days this may affect the day of departure. Travel time will not be charged unless the flights impact upon large amounts of working time.

Accommodation and subsistence will be invoiced to the customer on return and the accommodation will be agreed with the customer before departure.

In relation to the Services being provided under this Schedule, Aptean reserves the right to move time allocated for certain tasks of the Services to other tasks of the Services provided that the total hours do not exceed the total hours stated herein.

The fee(s) for the Services described in this Schedule is an estimated **£17,825.00** and such Services will be performed on a Time and Materials basis, exclusive of expenses and taxes.

4.2 Travel Expenses

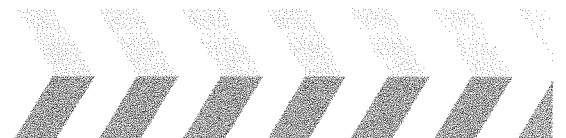
Any travel expenses will be charged at cost.

4.3 Payment Terms

Aptean will invoice monthly in arrears for the T&M Services outlined in Section 4.1.

The Customer agrees to pay Aptean in accordance with the terms set out in the SOW.

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APPENDIX A - Change Order Form

Requested Completion Date	
Requested By	
Description of Change	
Functionality Required	
Assumptions	
Customer Steps	
Aptean Steps	
Schedule Impacts	
Other Potential Impacts	
General Comments	

Cost Summary	Estimated Cost	
	Rate	
	Effort in days	
	Cost Details	

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