

COMMERCIAL SERVICE AGREEMENT

Master Software Engineering & Services Agreement

South African B2B Commercial Terms, 100% Client IP Assignment, POPIA Operator Safeguards & 90-Day Defect Warranty

CONTRACT NUMBER

PYC-MSA-2026-003

EFFECTIVE DATE

Upon Execution / Deposit

TOTAL CONTRACT VALUE

Per Executed Statement of Work

BETWEEN : "THE CONSULTANT"

PyCentric (PTY) LTD

Registration Number: K2024121493

Jurisdiction: Republic of South Africa

Contact: <https://pycentric.co.za> | sales@pycentric.co.za

AND : "THE CLIENT"

Sample Client (Pty) Ltd

Registration / ID No:

2024/884120/07

Jurisdiction: Republic of South Africa

Individually a "Party" and collectively the "Parties"

01 STRUCTURE OF ENGAGEMENT & STATEMENTS OF WORK

1.1. Modular SOW Framework: This Master Software Engineering & Services Agreement ("**Agreement**") establishes the master legal, intellectual property, and data privacy terms between the Parties. Specific project deliverables, technical specifications, timelines, and fixed milestone fees shall be detailed in sequential Statements of Work ("**SOWs**") executed by both Parties.

1.2. Order of Precedence: In the event of any conflict between this Agreement and an executed SOW, this Agreement shall prevail unless the SOW expressly cites the specific clause of this Agreement it intends to supersede for that project only.

1.3. Change Control Protocol: Any addition or modification outside the agreed specifications of an executed SOW shall be documented in a written Change Order specifying the impact on fixed fees and delivery timelines prior to implementation.

02 ACCEPTANCE TESTING & 90-DAY FREE WARRANTY

2.1. Objective User Acceptance Testing (UAT): Upon delivery of each milestone, the Client shall have **ten (10) Business Days** ("Acceptance Period") to verify that the Deliverable conforms materially to the written specifications in the applicable SOW.

2.2. Deemed Acceptance: A Deliverable shall be deemed accepted upon the earliest of: (a) written acceptance by the Client; (b) deployment or commercial use of the Deliverable in live production operations; or (c) expiry of the 10-Business-Day Acceptance Period without written notice citing a reproducible material defect.

2.3. 90-Day Post-Launch Defect Warranty: For **ninety (90) calendar days** following production go-live, the Consultant warrants that Custom Deliverables will conform materially to the written SOW specifications and shall remediate any reproducible code defect

AT ZERO COST TO CLIENT

03 COMMERCIAL MILESTONES & PAYMENT TERMS

MILESTONE GATE	STANDARD ALLOCATION	VERIFICATION TRIGGER	PAYMENT TERMS
Gate 1: Kickoff & Architecture	50% of SOW Fee	SOW execution & architecture kickoff	Upon invoice (commencement gate)
Gate 2: Staging & UAT Ready	25% of SOW Fee	Deployment to staging for Client UAT	Within 7 calendar days of delivery
Gate 3: Go-Live & IP Handover	25% of SOW Fee	Production cutover or Deemed Acceptance	Within 7 calendar days of acceptance
GRAND TOTAL	100% Fixed-Price	Zero Unapproved Hourly Overruns	ZAR via EFT (Excl. 15% VAT)

04 INTELLECTUAL PROPERTY RIGHTS (100% CLIENT OWNERSHIP)

4.1. Client Background IP: The Client retains all right, title, and interest in and to its pre-existing data, trademarks, domain names, and business logic ("Client Background IP").

4.2. Full Assignment of Custom Deliverables: Subject to full settlement of all fees due under the applicable SOW, the Consultant hereby irrevocably assigns and transfers to the Client **100% of all copyright and intellectual property rights in the Custom Deliverables** engineered specifically for the Client, together with a perpetual, worldwide, royalty-free license to any generic Consultant libraries embedded therein.

05 CONFIDENTIALITY, POPIA & LIABILITY GOVERNANCE

POPIA OPERATOR SAFEGUARDS (ACT 4 OF 2013)

- **Strict Operator Mandate:** Consultant processes Client Personal Information strictly per SOW instructions.
- **Security Controls:** TLS 1.3 in transit, AES-256 at rest, and 48-hour incident notification.

MUTUAL LIABILITY CAP & AFSA ARBITRATION

- **Mutual Cap:** Aggregate liability capped at 100% of fees paid under the applicable SOW in the prior 12 months.
- **Dispute Resolution:** Expedited AFSA Commercial Arbitration in Johannesburg under South African law.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

By signing below, the authorized representatives of both Parties acknowledge that they have read, understood, initialed Pages 1, and agreed to be bound by all terms and conditions of this Service Agreement (PYC-MSA-2026-003).

FOR AND ON BEHALF OF THE CONSULTANT

PyCentric (Pty) LTD

Registration No: K2024121493

REPRESENTATIVE NAME

TITLE / CAPACITY

AUTHORIZED SIGNATURE (SIGN OR TYPE FULL SIGNATURE)

DATE OF EXECUTION

FOR AND ON BEHALF OF THE CLIENT

Sample Client (Pty) Ltd

Reg / ID No:

2024/884120/07

REPRESENTATIVE NAME

TITLE / CAPACITY

AUTHORIZED SIGNATURE (SIGN OR TYPE FULL SIGNATURE)

DATE OF EXECUTION