TEAMING AGREEMENT

Table of Contents

TEAMING AGREEMENT 2
1. PREAMBLE 3
2. DEFINITIONS 3
3. PURPOSE 5
4. TERM 6
5. THE PROPOSAL 6
6. THE PRIME CONTRACT 7
7. THE SUB-CONTRACT(S) 8
8. JOINT RESPONSIBILITIES OF THE PARTIES 8
9. COMMUNICATIONS WITH THE CUSTOMER 11
10. INTELLECTUAL PROPERTY RIGHTS OWNERSHIP 11
11. CONFIDENTIALITY 12
12. DISPUTES 13
13. DOMICILIUM CITANDI ET EXECUTANDI 14
14. GENERAL 15

TEAMING AGREEMENT

between

DIMENSION DATA (PROPRIETARY) LIMITED
(Registration Number 1987/006597/07)
("Dimension Data")

and

_____
(Registration Number _____)
("Sub-Contractor")

1. PREAMBLE

1.1 Whereas the Parties, because of their diverse capabilities, have determined that they would benefit from a teaming arrangement between their respective organisations, in order to develop the best management and technical approach to the Request for Tender identified below, and during the contract negotiations in the event of a Prime Contract being awarded and arising out of such Request for Tender.

1.2 Whereas this Agreement is entered into to enable either Party to enjoy the benefits of the other Party's capabilities in their respective areas of expertise.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS

2.1 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words shall bear the meanings assigned to them hereunder :

2.1.1	"Agreement"	means this teaming agreement incorporating the annexes and schedules attached hereto (if any);
2.1.2	"Bid"	means all tenders, bids or proposals (including revisions thereto) submitted or to be submitted jointly by Sub-Contractor and Dimension Data in response to the Request for Tender and/or in consequence of the Request for Tender and which will be prepared by the Parties;
2.1.3	"Customer"	means _____ (Registration Number _____), being the party issuing the Request for Tender;

2.1.4	"Prime Contract"	means the contract to be entered into between the Customer and Dimension Data as a result of the Customer's award to Dimension Data in respect of the Bid;
2.1.5	"Party/ies"	means Sub-Contractor and Dimension Data or either one of them as the context shall require;
2.1.6	"Request for Tender"	means the request for tender for the provision of _____ issued by the Customer;
2.1.7	"Scope of Work"	means the high-level description of the services to be provided by each of the Parties for the purposes of the Bid and the Prime Contract, as set out in Annex 1(where applicable), as amplified, modified or added to by the mutual agreement of the Parties during the course of preparation of the Bid and/or the Prime Contract;
2.1.8	"Sub-Contract(s)"	means the contract(s) to be concluded between Sub-Contractor and Dimension Data governing the relationship of the Parties in respect of the provision of services in terms of the Scope of Work.

2.2 The headnotes to the clauses of this Agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.

2.3 Words and phrases defined in any clauses of this Agreement, the annexes and schedules shall for the purpose of that clause bear the meaning therein assigned thereto.

2.4 In this Agreement, unless the context clearly indicates a contrary intention, words importing the singular shall include the plural, and vice versa; a reference to any one gender shall include the other genders; a reference to a natural person shall include created entities (corporate or unincorporate) and vice versa; and cognate expressions shall bear corresponding meanings.

2.5 The annexes and/or schedules are deemed to be incorporated herein and form an integral part hereof.

2.6 In this Agreement the words "clause" or "clauses" refer to clauses of this Agreement.

2.7 The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

3. PURPOSE

3.1 This Agreement serves to govern the relationship between the Parties in each of the following three stages:

3.1.1 bid process;

3.1.2 contract negotiations;

3.1.3 sub-contract negotiations.

3.2 The Parties hereto intend to submit the Bid, with Dimension Data as the prime contractor and Sub-Contractor as a sub-contractor to Dimension Data.

3.3 The Parties shall collectively produce a Bid in the manner set out in clause 5 below, incorporating their respective undertakings and responsibilities referred to in the Scope of Work.

3.4 Once the Prime Contract has been negotiated and signed, the Parties shall negotiate and agree the terms of the Sub-Contract(s) governing the relationship between them. Until such time as the Sub-Contract(s) have been agreed upon and signed, the terms of this Agreement shall govern the relationship between the Parties.

4. TERM

This Agreement shall remain in force from the date of signature hereof and shall continue in effect as between the Parties if and until a Prime Contract is awarded to the Parties and the relevant Sub-Contract(s) are finalised pursuant to the award of such Prime Contract. In any event however, this Agreement shall terminate upon the earliest of the following, unless extended by mutual agreement of the Parties:

4.1 an official Customer announcement that an award will not be made based on the Request for Tender, with the Customer abandoning the Bid cycle;

4.2 an official Customer announcement that the Request for Tender has been cancelled;

4.3 upon the award of a contract in respect of the Request for Tender to a person other than Dimension Data; or

4.4 an official Customer announcement that the Bid has been awarded to Dimension Data, subject to the Sub-Contractor being excluded from the Scope of Work under the Prime Contract.

5. THE PROPOSAL

5.1 Each Party will designate one individual to act as its key representative. All communications, documentation and materials relating to this Agreement and to the Bid shall be circulated to each appropriate key representative of the Parties. Each Party shall notify the other in writing promptly in the event of any change to those appointments. The key representatives will meet regularly to monitor the progress of the Bid and performance under this Agreement.

5.2 The Parties agree to work together to produce a Bid and to use all reasonable endeavours both before and after submission of the Bid to facilitate the selection of Dimension Data as the Prime Contractor and Sub-Contractor as a sub-contractor to Dimension Data, in accordance with the allocation of the principal tasks and work share to be agreed upon from time to time.

5.3 For the purposes of the analysis of the Request for Tender and the preparation of the Bid by the Parties, the Parties will circulate all proposed material pertinent to the portion of the Scope of Work to be performed by them. The Parties will supply qualified personnel who will co-operate together in preparing and delivering the Bid. The information to be supplied by each of the Parties shall be accurate and complete.

5.4 Each Party will bear its own respective costs, risks and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the periods up to an award of a Prime Contract. No Party shall have any right to any reimbursement, payment or compensation of any kind from the other Party during the period up to the award of a Prime Contract.

5.5 Dimension Data shall have overall responsibility for the preparation of the Bid in its final form, its submission to the Customer by the closing date for the Request for Tender, and subsequent negotiations with the Customer.

6. THE PRIME CONTRACT

For the purposes of anticipating a Prime Contract, the following provisions are agreed between Sub-Contractor and Dimension Data *inter se*, notwithstanding that the liability of Sub-Contractor to the Customer in terms of a Prime Contract will or may be joint and several with that of Dimension Data as Prime Contractor:

6.1 Sub-Contractor and Dimension Data shall each be solely responsible and liable for the due, timeous and proper performance of all their respective obligations and undertakings referred to in the Scope of Work, which shall be incorporated in the Prime Contract;

6.2 Sub-Contractor undertakes to enter into Sub-Contract(s) with Dimension Data, in respect of the portion of the Scope of Work to be provided by Sub-Contractor, incorporating terms and conditions (including but not limited to service levels) set out in the Bid.

7. THE SUB-CONTRACT(S)

7.1 Following the submission of the Bid and successful negotiation of the Prime Contract with the Customer, the Parties shall negotiate in good faith the terms of the Sub-Contract(s), provided that agreement is reached by no later than 30 (thirty) days following the date of the finalisation of the Prime Contract or such later date as may be agreed between the Parties in writing from time to time.

7.2 The terms of the Sub-Contract(s) shall to the extent possible, be consistent with the Bid and the Prime Contract. The Parties acknowledge that the obligations and duties imposed under any Sub-Contract(s) will be in accordance with the obligations and duties imposed on the Parties under the Prime Contract.

8. JOINT RESPONSIBILITIES OF THE PARTIES

8.1 Each Party shall in the Bid, in all relevant discussions with respect thereto and in any negotiations of the Prime Contract, identify the other Party as its team member and joint provider of services under and in terms of the Scope of Work.

8.2 Each Party shall furnish to the other such co-operation and assistance as may be reasonably required hereunder; provided however that the Parties, as between themselves, shall be deemed to be independent contractors, and the employees of one shall not be deemed to be the employees of the other.

8.3 Each Party will assure availability of management, legal, human resources and technical personnel to assist the other Party in the preparation of the Bid and in any discussions and negotiations with the Customer or its representatives or consultants directed toward obtaining the award of the Prime Contract.

8.4 Each Party shall at the special request and cost of the other Party, do and execute or procure to be done and executed all acts, documents and things reasonably necessary to give effect to the meaning and intention of this Agreement.

8.5 Dimension Data will afford Sub-Contractor a reasonable opportunity to review the form and the content of those portions of the Bid pertaining to Sub-Contractor's obligations referred to in the Scope of Work. Dimension Data shall prepare the substantive content of the Scope of Work. Prior to Bid submission Dimension Data will provide Sub-Contractor with a full copy of the intended Bid submitted to the Customer.

8.6 The Parties shall use their best endeavours to procure that in the Bid and in any Prime Contract resulting which incorporates the Scope of Work:

8.6.1 the extent of their liability and Customer's exclusive remedy for damages from any cause whatsoever relating to or arising out of the Prime Contract (incorporating the Scope of Work), regardless of the form of action, whether in contract, delict or otherwise, shall be limited to an amount not exceeding the value of the individual respective service to be provided by each of Sub-Contractor and Dimension Data under and in terms of a Prime Contract;

8.6.2 they shall not be liable to Customer for :

8.6.2.1 any incidental, indirect, special or consequential damages, including (but not limited to) loss of use, revenues, profits or savings, nor for exemplary or punitive damages;

8.6.2.2 any claims, demands or actions against Customer by any person or payments made by or due from Customer to any person; and

8.6.2.3 loss of or damage to Customer data from any cause.

8.7 Sub-Contractor agrees that it will work exclusively with Dimension Data (and with such other parties as may be proposed by Dimension Data in respect of specific elements of the services) in respect of the services to be provided by Sub-Contractor, as set out in the Scope of Work. Sub-Contractor warrants that it has not and will not on its own behalf enter into any agreements or negotiations with third parties (save for the approved third parties) for the purpose of teaming, collaborating, advising or otherwise responding to the Bid or otherwise bidding for any resultant contract. Notwithstanding the aforegoing, Sub-Contractor shall be entitled, with the prior written consent of Dimension Data, to appoint such sub-contractors as may be required for purposes of providing its services.

8.8 During the period that this Agreement is in effect and for a period of 12 (twelve) months after its termination for whatsoever reason, each Party agrees not to solicit for employment any technical or professional employees of the other Party assigned to work on the Bid, Scope of Work or resultant Prime Contract, without the prior written approval of the other Party. The Parties further agree to include a provision similar to the foregoing in any resultant Sub-contract(s).

8.9 Each Party warrants that it has full right, authority and capacity to enter into this Agreement.

8.10 Any news releases, public announcements, advertisement or publicity released by any Party concerning this Agreement, or any proposals, or any resulting contracts to be carried out hereunder, will be subject to prior approval of the other Party, except that this Agreement and the terms thereof may be made known to the Customer.

8.11 The Parties each have designated in writing the individual(s) within their own organisation as their representative(s) responsible to direct performance of the Parties' necessary functions. Such representatives shall be responsible for effecting the requirements and responsibilities of the Parties under this Agreement.

9. COMMUNICATIONS WITH THE CUSTOMER

9.1 It is agreed between the Parties that they shall each be entitled to contact the Customer or its representatives and consultants concerning the Scope of Work, provided that such contact by such Party shall be advised to the other Party to ensure co-ordination of efforts and understanding of commitments prior to such contact, wherever practical.

9.2 It is recognised that either of the Parties may be the recipient of inquiries or directions concerning the subject-matter of this Agreement. Therefore, any cogent communications invited by the Customer, its representatives or consultants directly with any Party concerning any matter involving this Agreement shall be permitted provided that the other Party is given prior notification thereof by such Party, wherever practical.

9.3 In the event that either of the Parties should be requested or is presented the opportunity to make presentations, whether orally or by written communications, to the Customer, its representatives or consultants, the content of the presentations thereof shall be made immediately known to the other Party who will support such presentations and shall be present thereat if it relates to that portion of the Scope of Work for which it is responsible. However, in no case shall either of the Parties give to the Customer, its representatives or consultants any commitment, guarantee or warranty which will result in any increased liability or responsibility of the other Party under the Prime Contract, unless agreed in writing by the Parties or agreed and incorporated in the Bid approved by the Parties.

10. INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

10.1 Neither Party shall acquire title to any rights in intellectual property owned by or within the disposition of the other Party prior to the date of this Agreement as well as that acquired thereafter independently pursuant to this Agreement.

10.2 Each party shall retain the copyright in and to its respective portion of the Bid and shall be the sole and exclusive owner of all and any intellectual property created by it in such Bid, provided that Dimension Data and the Customer shall be entitled to make copies for purposes of evaluation and as required by Dimension Data for submitting the Bid to the Customer..

11. CONFIDENTIALITY

11.1 During the term of this Agreement, Sub-Contractor and Dimension Data, to the extent of their right to do so, and as is required for each to perform its obligations hereunder, may exchange proprietary or confidential information. The following terms and conditions shall apply thereto:

11.1.1 proprietary or confidential information is defined as, but not limited to, performance, sales, financial, contractual, and special marketing information, ideas, technical data and concepts originated by the disclosing Party, not previously published or otherwise disclosed to the general public, not previously available to the receiving Party without restriction, not normally furnished to others without compensation, and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Agreement;

11.1.2 proprietary or confidential information that is exchanged may be used only by the receiving Party in connection with the subject-matter of this Agreement or in the performance of any contract awarded hereunder;

11.1.3 the Parties shall not use or divulge to any person or office for any purpose not connected with the Bid and any Prime Contract resulting as contemplated in this Agreement, any proprietary or confidential information disclosed to it by the other Party in connection with the performance of this Agreement, other than appropriate Customer representatives to which proposals or reports must be submitted for the purposes of the Bid and for a Prime Contract;

11.1.4 the standard of care for protecting such proprietary or confidential information, imposed on the Party receiving such information, will be that degree of care the receiving Party uses to prevent disclosure, publication or dissemination of its own proprietary or confidential information, but no less than a reasonable standard of care;

11.1.5 no Party shall be liable for the inadvertent or accidental disclosure of proprietary or confidential information if such disclosure occurs despite the exercise of the standard of care referred to in clause 11.1.4 above;

11.1.6 the obligations of non-disclosure and non-use of proprietary or confidential information imposed in the preceding clauses shall terminate three years after termination of this Agreement.

11.2 Clause 11.1 is not applicable to:

11.2.1 information which is or becomes lawfully known or available to the receiving Party from a source other than the disclosing Party, or which is or becomes in the public domain, and without breach of this Agreement by the receiving Party;

11.2.2 information developed independently by the receiving Party without use of or reference to confidential or proprietary information disclosed to it hereunder.

11.3 Nothing contained in this clause 11 shall restrict either of the Parties from disclosing any portion of confidential or proprietary information on a restricted basis pursuant to a judicial or other lawful Customer order, but only to the extent of such order.

12. DISPUTES

12.1 Should a dispute arise between Sub-Contractor and Dimension Data's personnel working on the Bid as to the responsibilities, limitations, or working regulations of either organisation, every effort will be made to resolve the difference by the

same personnel. When such resolution cannot be achieved, the dispute will be referred to the managing directors of the affected Parties or their nominated representatives for resolution. These individuals will take whatever action may be necessary to reach an agreement that is acceptable to both Parties.

12.2 Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation, which resolution will be final and binding on the Parties.

13. DOMICILIUM CITANDI ET EXECUTANDI

13.1 The Parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

13.1.1 Dimension Data: The Campus, 57 Sloane Street
Bryanston, 2021
South Africa
Facsimile: +27 11 576-0000

13.1.2 Sub-Contractor: _____
_____
_____
Facsimile: _____

or at such other address, not being a post office box or *poste restante*, of which the Party concerned may notify the other in writing.

13.2 Any notice given in terms of this Agreement shall be in writing and shall:

13.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

13.2.2 if transmitted by facsimile be deemed to have been received by the addressee 1 (one) day after dispatch.

13.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of telex or facsimile transmission, shall be adequate written notice or communication to such Party.

14. GENERAL

14.1 This Agreement is not intended by the Parties to constitute or create a joint venture, partnership or formal business organisation of any kind, other than a teaming arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein and as are agreed in writing between the Parties or incorporated by agreement in the Bid. Neither Party shall have authority to bind the other except to the extent authorised herein. Dimension Data and Sub-Contractor shall remain as independent contractors at all times and neither Party shall act as the agent for the other.

14.2 Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties.

14.3 In no event shall either Party be responsible or liable for any direct, indirect, special, punitive, incidental or consequential damages, including lost profits, suffered or incurred by the other Party arising out of or in connection with this Agreement, nor for exemplary or punitive damages; provided however that the provisions of this clause 14.3 shall not apply in respect of the breach by Sub-Contractor of the provisions of clause 8.7 hereof, nor in respect of the breach by either Party of the provisions of clause 10 and/or 11 hereof. Notwithstanding the aforegoing, each Party's liability to the other for any and all claims, losses or damages (whether direct, indirect, special, consequential or otherwise) arising in respect of a breach of clause 8.7, 10 and/or 11 hereof shall not exceed the amount of US$5,000,000.00 (five million United States dollars) per claim. This limitation of liability shall apply regardless of the form of action, whether in contract, delict or otherwise and regardless of whether either Party has been advised as to the possibility of such claims, losses or damages.

14.4 Subject to any other provision of this Agreement, this Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the prior written consent of the other Party.

14.5 This Agreement (including this clause 14.5) shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorised representatives of both Parties.

14.6 The content of this Agreement may be made known to appropriate Customer representatives by either Party, if requested by the Customer.

14.7 This Agreement contains all of the agreements, representations and understanding of the Parties hereto related to the subject-matter hereof and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the Request for Tender and Bid.

14.8 If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of the state or local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

14.9 The Parties agree that they will act in good faith towards each other throughout the duration of this Agreement and any Prime Contract.

14.10 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement arising from force majeure. Subject to the Party so delayed promptly notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delayed Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists, provided that if performance is not resumed within 30 (thirty) days after that notice the non-delayed Party may by notice in writing terminate this Agreement.

SIGNED at _____ on this _____ day of _____ 2011

AS WITNESS :

_____

_____
(Name of witness in block letters)

For DIMENSION DATA (PTY) LIMITED

_____
Duly Authorised

_____
(Name of signatory in block letters)

SIGNED at _____ on this _____ day of _____ 2011

AS WITNESS :

_____

_____
(Name of witness in block letters)

For _____

_____
Duly Authorised

_____
(Name of signatory in block letters)