

FIRST TECHNOLOGY DIGITAL (PTY) LTD

DWx Product Suite

Standard Commercial Terms & Conditions

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These DWx Standard Commercial Terms & Conditions (“Commercial Terms”) govern the licensing, deployment, support and use of products within the DWx Product Suite and should be read in conjunction with the applicable Order Form, Product-Specific Schedule, Service Level Agreement (“SLA”), where applicable, and the DWx End User License Agreement (“EULA”).

The applicable Licensed Software, license metrics, Subscription Period, implementation scope, support options and pricing will be detailed in the relevant Order Form and Product-Specific Schedule.

1. Subscription Model

Unless otherwise stated in the applicable Order Form, DWx products are licensed on a subscription basis and are provided as software services for use during the applicable Subscription Period.

The subscription grants the Customer the right to access and use the Licensed Software and includes:

- Access to the Licensed Software functionality.
- Updates, enhancements, upgrades and general feature releases for the Licensed Software made available by First Digital during the applicable Subscription Period.
- Standard product documentation and user guides.
- Standard support as described below.

All subscriptions are subject to an initial twelve (12) month Subscription Period and renew annually unless otherwise agreed in writing.

2. Licensing Model

Unless otherwise specified in the applicable Product-Specific Schedule:

- Licensing is provided on a per-tenant, organisation-wide basis, with the applicable license tier determined by the total number of Microsoft 365 users in the Customer’s tenant at the commencement of the Subscription Period.
- Licenses are issued to a single customer organisation.
- Rights granted are subscription-based only and no perpetual license rights are conferred.
- The subscription includes deployment to one production environment within the licensed Customer tenant. Any additional production, development, test, sandbox or other environment must be separately scoped, licensed and charged.

DWx products may not be shared across multiple legal entities, Microsoft 365 tenants or Azure tenants unless expressly approved in writing by First Digital.

3. Thirty (30) Day Cancellation Period

DWx products may be made available under a fully contracted subscription with an initial thirty (30) day trial period. Before deployment, the Customer must complete and accept all applicable commercial and contractual documentation.

The trial period is subject to:

- Acceptance of the applicable Order Form.
- Confirmation of an approved payment mechanism prior to deployment.
- Availability of the required Microsoft 365 and Azure prerequisites.
- Compliance with the EULA and these Commercial Terms.

Approved payment mechanisms may include:

- Microsoft Azure Consumption Commitment (MACC)
- Microsoft Azure Credits
- Direct invoicing
- Other payment methods approved by First Digital

The Customer may cancel the subscription during the thirty (30) day trial period by giving First Digital written notice before expiry of that period. Unless the applicable Order Form expressly provides otherwise, timely cancellation terminates the subscription without liability for subscription fees relating to the period after cancellation; however, charges already incurred for Azure, Microsoft, AI or third-party consumption, and any agreed implementation, Managed Onboarding Services, training, customisation or other professional services already performed or committed, remain payable. If the Customer does not cancel within the trial period, the subscription continues automatically for the remainder of the agreed initial twelve (12) month Subscription Period, and the Customer remains liable for the full commercial commitment recorded in the Order Form.

4. Deployment and Initial Configuration

Unless otherwise stated in the applicable Product-Specific Schedule, the subscription fee includes:

- Standard deployment of the Licensed Software.
- Creation of the required solution components.
- Initial configuration of the solution.
- Base environment setup within the Customer's Microsoft 365 and/or Azure environment.

The standard deployment scope does not include:

- Data migration.
- Process redesign.
- Custom development.
- Custom integrations.
- Change management.

- User adoption services.
- Advanced AI tuning and optimisation.
- Any product-specific onboarding requirements exceeding the standard deployment scope.

Products requiring advanced onboarding, configuration, migration, integration, custom development or enhancement services will be separately scoped and charged. The applicable scope, assumptions, deliverables and fees will be recorded in the relevant Product-Specific Schedule, Order Form or separate Statement of Work.

5. Onboarding Services

Self-service onboarding guidance is included with all DWx products.

This includes:

- Product documentation.
- Setup guidance.
- Standard administrative instructions.
- User adoption materials.

Managed Onboarding Services are available as an optional professional service.

Certain DWx products require compulsory Managed Onboarding Services due to implementation complexity, governance requirements or AI-related configuration activities. Where applicable, the requirement, scope and associated fees will be specified in the relevant Product-Specific Schedule and Order Form.

6. Training

The following training resources are included as part of the subscription:

- User guides.
- Administrator guides.
- Product documentation.
- How-to materials.
- Knowledge base content and adoption resources.

Certain DWx products also require compulsory training as part of implementation or operational readiness. Where applicable, the required training, scope, delivery method and associated fees will be specified in the relevant Product-Specific Schedule and Order Form.

Additional training services may be purchased separately, including:

- Instructor-led training.
- Administrator workshops.
- Train-the-trainer sessions.
- Executive briefing sessions.
- Adoption and change management programmes.

- Product-specific workshops.

7. Support Services

Standard Support

The subscription includes standard business-hours telephonic, remote and ticket-based support, subject to fair usage.

Standard support covers:

- Product defects and bug fixes.
- Technical troubleshooting.
- Basic guidance on the standard use of the Licensed Software.
- Minor configuration guidance.

Standard support excludes:

- Custom development.
- Product enhancements.
- New requirements.
- Major configuration changes.
- Business process redesign.
- Integration development.
- Consulting services.

Enhanced Support

Enhanced Support Services under an SLA are available at additional cost.

An SLA may include:

- Guaranteed response times.
- Priority support queues.
- Extended support hours.
- Designated support contacts.
- Service review meetings.
- Escalation management processes.

Support levels and response targets are governed by the applicable SLA, where purchased.

8. Microsoft Licensing and Azure Consumption

DWx is a tenant-resident solution and is not provided as a separately hosted software-as-a-service platform. The solution is deployed into the Customer's own Microsoft 365 tenant and operates using the Customer's Azure subscription, where applicable.

Unless expressly included in the applicable Order Form:

- Microsoft licensing is excluded.
- Microsoft 365 licensing is excluded.
- Azure consumption charges are excluded.
- AI consumption charges are excluded.
- Third-party software licensing is excluded.

The Customer remains responsible for procuring and paying for all Microsoft licensing, Microsoft 365 licensing, Azure consumption, AI usage, and third-party licensing required for operation of the solution under the Customer's own agreements and at the Customer's applicable rates. First Digital applies no markup to these customer-owned costs unless expressly agreed otherwise in the applicable Order Form.

9. Product-Specific Requirements

Certain DWx products may have additional commercial, technical or operational requirements relating to:

- AI services.
- Data storage.
- Azure resources.
- Security configuration.
- Compliance requirements.
- User licensing.
- Implementation activities.
- Managed services.

These requirements will be documented in the applicable Product-Specific Schedule and shall form part of the contractual agreement between the parties.

10. Data Privacy, Security and Compliance

The collection, processing, storage, retention, confidentiality and protection of Customer Data shall be governed by the EULA.

Without limiting the provisions of the EULA:

- The Customer retains ownership of all Customer Data processed by the Licensed Software.
- The Licensed Software is deployed within the Customer's Microsoft 365 and Azure environment. Customer Data remains within the Customer-controlled environment, and First Digital does not retain a separate copy of Customer Data, except where expressly required to provide agreed support services, comply with applicable law or as otherwise permitted by the EULA.
- The Customer remains responsible for tenant governance, access management, security configuration, compliance policies, retention policies and Microsoft licensing compliance.
- First Digital will implement reasonable administrative, technical and organisational controls designed to protect Customer information under its control.
- Both parties shall comply with applicable data protection and privacy legislation, including the Protection of Personal Information Act (POPIA) and other applicable laws.

Where applicable, AI functionality remains subject to the limitations, disclaimers and acceptable-use provisions contained in the EULA.

11. Artificial Intelligence Services

Where a DWx product includes AI-powered functionality:

- AI-generated Outputs should be reviewed by appropriately authorised users before reliance or publication.
- The Customer remains responsible for business decisions made using Outputs.
- First Digital does not warrant the accuracy, completeness or suitability of Outputs.
- Outputs are intended to assist users and do not replace human judgement, governance or decision-making processes.
- Applicable Azure AI and Azure OpenAI consumption charges remain the responsibility of the Customer unless expressly stated otherwise in the Order Form.

12. Fair Usage

Support services, system utilisation, storage consumption, AI consumption and other shared platform resources are subject to reasonable fair usage principles.

Where Customer usage materially exceeds expected operational levels, First Digital may recommend an alternative product tier, support package or commercial model more suitable to the Customer's requirements.

13. Pricing Adjustments and Renewals

Subscriptions automatically renew for successive twelve (12) month periods unless terminated or cancelled in accordance with the applicable agreement.

The subscription price is determined by the applicable Microsoft 365 user band at the commencement of the initial Subscription Period, as recorded in the Order Form or Product-Specific Schedule.

First Digital reserves the right to adjust pricing from month thirteen (13) and at each subsequent annual renewal. Adjustments may include an annual CPI or inflationary increase, a change to the applicable user band where the Customer's Microsoft 365 user count exceeds the contracted band threshold, product enhancements, and changes in underlying Microsoft or third-party costs.

Any revised pricing shall be communicated prior to renewal.

All prices exclude value-added tax and any other applicable taxes unless expressly stated otherwise. First Digital may offer discounted pricing where multiple DWx products are purchased as a bundled subscription, subject to the applicable quotation and Order Form.

14. Additional Commercial and Operational Provisions

Annual commitment. Where a monthly rental with annual commitment applies, the Customer remains liable for the full annual commitment even if it stops using the Licensed Software during that commitment period.

Payment defaults and disputes. Payment terms, interest on overdue amounts, the procedure for disputing invoices in good faith, and restrictions on withholding, deduction or set-off are governed by the EULA and the applicable Order Form.

Customer responsibilities. The Customer is responsible for maintaining the required Microsoft and third-party licences, permissions, administrator consents, connectivity, tenant security, access controls, backups and internal controls, and for providing the access, information and cooperation reasonably required for deployment, support, updates, security remediation, audit and decommissioning.

Consumption estimates. Azure, AI and other consumption charges are variable and determined by actual usage. Any consumption estimate, total-cost-of-ownership figure, monthly amount or organisation-size band is indicative only, is based on stated assumptions, and does not constitute a quotation, cap, warranty or commitment.

No implied services. No support, implementation, managed service or professional service is included merely because it was discussed, requested, demonstrated or is technically possible. A service is included only where it is expressly recorded in the applicable Product-Specific Schedule, Order Form, implementation plan or signed Statement of Work.

Suspension, termination and committed fees. First Digital may suspend or terminate access in the circumstances permitted by the EULA, including material breach, overdue undisputed fees, security or legal risk, or third-party platform requirements. Suspension or termination does not relieve the Customer of accrued payment obligations or amounts payable for an annual commitment or fixed Subscription Period, and fees already paid are non-refundable except where the EULA expressly provides otherwise.

15. Order of Precedence

In the event of any inconsistency between contractual documents, the following order of precedence shall apply:

1. Order Form, for commercial and transaction-specific matters
2. Product-Specific Schedule, for matters relating to the applicable product
3. Applicable Service Level Agreement (SLA), for enhanced support services where purchased
4. EULA
5. Commercial Terms

For the avoidance of doubt, the EULA shall prevail in relation to intellectual property rights, data privacy, confidentiality, security, acceptable use, limitations of liability, warranty provisions and AI-specific legal provisions.