FIRST TECHNOLOGY DIGITAL (PTY) LTD

FirstIQ Productivity Suite

Standard Commercial Terms & Conditions

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These FirstIQ Standard Commercial Terms & Conditions ("Commercial Terms") govern the licensing, deployment, support and use of products within the FirstIQ Product Suite and should be read in conjunction with the applicable Order Form, Product-Specific Schedule, Scope of Work ("SOW"), where applicable, and the FirstIQ End User License Agreement ("EULA").

1. Subscription Model

FirstIQ products are provided on a subscription basis 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.

Subscription Commitment and Billing Options

Unless otherwise stated in the applicable Order Form, the Customer may elect either:

- an initial twelve (12) month Subscription Period; or
- an initial thirty-six (36) month Subscription Period.

For a twelve (12) month Subscription Period, the Customer may choose:

- annual billing in advance, payable on the commencement date of the Subscription Period; or
- monthly billing in arrears for the duration of the Subscription Period.

Customers who elect annual billing in advance may qualify for discounted subscription pricing as specified in the applicable Order Form.

For a thirty-six (36) month Subscription Period, the Customer commits to the full thirty-six (36) month term with annual billing in advance, payable on the commencement date and on each anniversary of the commencement date during the commitment term.

For the duration of the Subscription Period, the Customer remains liable for the full commitment period and all associated subscription fees, notwithstanding any:

- reduction in usage;
- non-use of the Licensed Software; or
- early termination by the Customer, except where otherwise expressly 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.
- The Customer warrants that all user counts, licensing metrics and other information provided to First Digital for quotation, licensing, subscription tier selection and pricing purposes are complete and accurate.
- First Digital reserves the right to verify the Customer's Microsoft 365 user count and other relevant licensing metrics during the sales process, deployment, onboarding or at any time during the Subscription Period.
- Where the Customer has been quoted, licensed or billed on the basis of incorrect, incomplete or inaccurate licensing information, First Digital may adjust the applicable license tier, subscription fees and related charges to reflect the Customer's actual licensing profile and invoice the Customer for any resulting under-recovered amounts with effect from the Subscription Start Date.
- Where First Digital determines that the Customer has provided incorrect, incomplete or inaccurate user counts, licensing metrics or other information used to determine the applicable licensing tier at the commencement of the Subscription Period, First Digital may adjust the applicable license tier, subscription fees and related charges to reflect the Customer's actual licensing profile and invoice the Customer for any resulting under-recovered amounts with effect from the Subscription Start Date.
- 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 Customer's elected environment within the licensed Customer tenant. Any additional production, development, test, sandbox or other environment must be separately scoped, licensed and charged.

FirstIQ 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

FirstIQ 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

Should the Customer wish to cancel during the trial period, the Customer must notify FirstIQ of its intention in writing, no less than 7 (seven) days prior to the end of the trial period. Unless the applicable Order Form expressly provides otherwise, timely cancellation terminates the Customer's obligation to pay subscription fees relating to the period after cancellation.

Any costs, charges or fees incurred prior to cancellation remain payable. This includes:

- Azure consumption charges;
- Microsoft licensing or consumption charges;
- AI consumption charges;
- Third-party software, platform or service charges;
- Implementation services;
- Managed Onboarding Services;
- Training services;
- Customisation services; and
- Any other professional services requested by the Customer and performed or committed by First Digital during the cancellation period.

The Customer acknowledges that Microsoft, Azure, AI and other third-party services are provided under the Customer's own agreements with the relevant providers and are not services supplied or controlled by First Digital. Any charges incurred in relation to such services remain the Customer's responsibility and are not refundable by First Digital, irrespective of whether the subscription is cancelled during the cancellation period.

If the Customer does not cancel before expiry of the thirty (30) day cancellation period, the subscription shall continue for the remainder of the applicable commitment period specified in the Order Form and the Customer shall remain liable for the full commercial commitment applicable to that period, with payment to be made in accordance with the billing option selected by the Customer in the Order Form, whether monthly in arrears or annually in advance.

The thirty (30) day cancellation period does not apply to subscriptions procured pursuant to a tender, RFQ, RFP, bid process or other competitive procurement process, unless First Digital expressly agrees otherwise in writing.

4. Deployment and Initial Configuration

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

- Standard deployment of the Licensed Software to the Customer's elected environment.
- Initial configuration of the solution 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 optimization;
- Any product-specific onboarding requirements exceeding the standard deployment scope;
- Deployment of licenses to additional environments; and
- Functional end-user training, administrator training, technical training, workshops, knowledge-transfer activities and any training services not referred to in Clause 6.

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.

If the Customer requests any additional services during the thirty (30) day cancellation period, the Customer will remain responsible for the fees relating to those services, together with any Microsoft, Azure, AI or other third-party costs incurred in providing them, even if the Customer subsequently cancels the subscription during the cancellation period.

5. Onboarding Services

Self-service onboarding guidance is included with all FirstIQ products and will be made available within the Customer's environment to the relevant authorised users.

Access to onboarding materials may be restricted based on user role, intended audience, administrative responsibilities or the nature of the content.

Technical, configuration and administration materials may be made available only to designated administrators, implementation teams, IT personnel or other authorised personnel identified by the Customer

This includes:

- Technical Product documentation.
- Setup and deployment guidance.
- Configuration guidance

- Standard administrative instructions.
- Administrator reference materials.

The Customer shall designate and maintain appropriately qualified personnel responsible for the deployment, administration, governance, configuration, support and ongoing management of the Licensed Software within its environment. The Customer is responsible for ensuring that such personnel have access to the onboarding materials, training resources and administrative documentation provided as part of the subscription.

Any change in the Customer's personnel, administrators, team members or authorised contacts shall not create an obligation on First Digital to repeat onboarding, training, knowledge-transfer, configuration or implementation activities without additional charge. Any replacement onboarding, training, knowledge-transfer or professional services requested by the Customer shall be separately scoped and charged at First Digital's then-current rates.

Certain FirstIQ products require compulsory Managed Onboarding Services due to implementation complexity, governance requirements, security requirements, integration activities, data migration requirements or AI-related configuration activities. Where Managed Onboarding Services are designated as compulsory, the Customer must purchase such services and pay the associated fees specified in the applicable Product-Specific Schedule and Order Form. The Customer shall not be entitled to waive, decline, self-perform or opt out of such compulsory services unless expressly agreed otherwise by First Digital in writing.

Where Managed Onboarding Services are not designated as compulsory for a particular FirstIQ product, the Customer may elect to purchase such services as an optional professional service. The applicable scope, assumptions, deliverables and fees will be specified in the relevant Product-Specific Schedule and Order Form. Any Managed Onboarding Services scheduled and/or performed during the thirty (30) day cancellation period shall remain payable by the Customer notwithstanding any subsequent cancellation of the subscription.

6. Training

Functional Training Resources

The subscription includes standard functional training resources intended to assist authorised end users in using the Licensed Software, including:

- User guides;
- Product documentation;
- How-to materials;
- Product feature guidance;
- User adoption materials; and
- Self-service learning resources made available by First Digital from time to time.

These materials are intended for general use of the Licensed Software and do not constitute implementation, configuration, administration, governance or technical training.

Administrator and Technical Training

Administrator, technical, implementation and configuration training is not included in the subscription unless expressly stated otherwise in the applicable Product-Specific Schedule or Order Form.

This includes:

- Administrator training;
- Configuration training;
- Technical workshops;
- Governance training;
- Security training;
- Integration training;
- Train-the-trainer sessions;
- Implementation readiness workshops; and
- Knowledge-transfer sessions.

Where required, the scope, delivery method and fees for such training will be specified in the relevant Product-Specific Schedule, Statement of Work or Order Form.

Compulsory Training

Certain FirstIQ products may require compulsory administrator, technical or operational readiness training. Where applicable, the required training, scope, delivery method and associated fees shall be specified in the relevant Product-Specific Schedule and Order Form.

Additional Training Services

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; and
- Product-specific workshops.

7. Support Services

Standard Support

The subscription includes standard business-hours telephonic, remote and ticket-based support (call, email and app-based) for the Customer's designated administrators, support contacts or other authorised personnel identified by the Customer.

The Customer shall designate the individuals authorised to engage with First Digital regarding support matters. End users who are not designated support contacts must escalate support requests through the Customer's internal support processes and nominated administrators.

Standard support covers:

- Product defects and bug fixes.
- Technical troubleshooting.
- Second-line and third-line product support relating to the standard operation, configuration and administration of the Licensed Software.
- Minor configuration guidance.
- Assistance relating to updates, upgrades and standard product functionality.

Standard support excludes:

- Custom development
- Product enhancements.
- New requirements.
- Major configuration changes.
- Business process redesign.
- Integration development.
- Consulting services.
- Additional Training services.
- First-line end-user support, including user assistance, user administration, onboarding support and internal helpdesk activities.

Enhanced Support

Enhanced Support Services are available at additional cost which include but are not limited to:

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

Support levels and response commitments are governed by the applicable SOW, where purchased.

8. Microsoft Licensing and Azure Consumption

FirstIQ 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.

- Azure hosting 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.

Where the applicable Order Form provides that First Digital will procure, resell, manage or bill any Microsoft licensing, Azure services, AI services or third-party software on the Customer's behalf, such products and services shall be supplied subject to the commercial terms, pricing, licensing requirements and payment obligations specified in the applicable Order Form and any applicable reseller or vendor terms.

Unless expressly agreed otherwise in the applicable Order Form, First Digital applies no markup to customer-owned Microsoft, Azure, AI or third-party consumption costs.

9. Product-Specific Requirements

Certain FirstIQ 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, Microsoft licensing compliance, Azure services and resources, Azure subscription management and maintaining the minimum Microsoft licensing, security, identity, access control and any other technical prerequisites reasonably specified by First Digital for operation of the Licensed Software. Failure to maintain such requirements may adversely affect the functionality, availability or security of the Licensed Software and shall not relieve the Customer of its payment obligations under the applicable Subscription Period.
- The Customer acknowledges that the availability and operation of the Licensed Software is dependent upon the continued availability of the Customer's Microsoft 365 tenant, Azure services and resources, Azure subscription and any other required Microsoft or third-party services and/or resources. The Customer is solely responsible for maintaining such services and/or resources and ensuring that all amounts payable to Microsoft and other third-party providers are paid when due. Any suspension, restriction, degradation or termination of such services by Microsoft or another third-party provider shall not constitute a breach by First Digital, shall not relieve the Customer of its payment obligations to First Digital, nor shall not entitle the Customer to any refund, credit, suspension of fees or other claim against First Digital.
- 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 this Agreement and the EULA.

11. Artificial Intelligence Services

Where a FirstIQ 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.
- AI functionality is intended to assist authorised users and does not replace human judgement, review, governance or decision-making. The Customer remains solely responsible for any reliance placed on, or decisions made using, AI-generated Outputs.

12. Service Usage and Support Model

The subscription is designed to provide access to the Licensed Software together with the standard support services described in these Commercial Terms.

The subscription pricing assumes reasonable usage of support services by the Customer's designated administrators, support contacts and authorised personnel.

Where the volume, frequency or complexity of support requests materially exceeds what would reasonably be expected for the applicable subscription tier, First Digital may recommend a more appropriate support package, managed service offering, professional services engagement or enhanced support arrangement.

Standard support is intended to assist with the standard operation, administration and use of the Licensed Software and is not intended to replace the Customer's internal helpdesk, IT support function or administrative resources.

Where the Customer requires enhanced support commitments, priority support services, service commitments, extended support hours, dedicated support resources or increased levels of operational assistance, such services must be purchased separately and shall be governed by the applicable SLA and Order Form.

The parties acknowledge that standard subscription services do not include service commitments unless an applicable SLA has been purchased and expressly incorporated into the Order Form.

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.

Twelve (12) Month Subscription Periods

For subscriptions with an initial twelve (12) month Subscription Period, First Digital reserves the right to adjust pricing from month thirteen (13) and at each subsequent annual renewal. Adjustments may include, but are not limited to:

- Annual CPI or inflationary increases;
- Changes to the applicable user band;
- Product enhancements;
- Changes in underlying Microsoft, Azure or third-party costs; and
- Other reasonable commercial pricing adjustments.

Any revised pricing shall be communicated prior to renewal.

Thirty-Six (36) Month Subscription Periods

For subscriptions with an initial thirty-six (36) month Subscription Period, the subscription pricing applicable at the commencement date shall remain fixed for the duration of the thirty-six (36) month commitment period, provided the Customer remains within the contracted Microsoft 365 user band specified in the applicable Order Form.

Where the Customer's Microsoft 365 user count exceeds the contracted user band during the commitment period, First Digital may, upon written notice to the Customer, perform a true-up adjustment and apply the pricing applicable to the next higher user band.

Where the Customer's Microsoft 365 user count increases by two (2) or more user bands above the contracted user band during the commitment period, First Digital shall be entitled to immediately reclassify the subscription to the user band corresponding to the Customer's actual Microsoft 365 user count and charge the fees applicable to such user band with effect from the date on which the relevant threshold was exceeded.

The pricing adjustment provisions applicable to twelve (12) month subscriptions shall not apply during an active thirty-six (36) month commitment period, except where:

- the Customer moves to a higher user band;
- the subscription changes; or
- additional products or services are purchased.

Renewal Following a Thirty-Six (36) Month Commitment

Upon expiry of an initial thirty-six (36) month Subscription Period, the subscription shall automatically renew for successive twelve (12) month periods unless the parties agree in writing to a further thirty-six (36) month commitment.

Any pricing applicable to a thirty-six (36) month commitment shall terminate at the end of the applicable commitment period and shall not automatically apply to any renewal period.

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

14. Additional Commercial and Operational Provisions

Annual commitment. 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 estimated based on usage. Any consumption estimate, total-cost-of-ownership figure, monthly amount or organisation-size band is indicative only, is based on Customer stated assumptions, and does not constitute a quotation, cap, warranty or commitment.

Actual Consumption. Any consumption report provided to the Customer by Microsoft shall be deemed prima facie proof of such consumption. Should the Customer dispute the consumption report it shall be required to pay such amounts pending feedback from Microsoft and credit's will only be provided if correspondingly credited by Microsoft.

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 the fixed Subscription Period, and fees already paid are non-refundable except where the EULA expressly provides otherwise.

For the avoidance of doubt, where access to any Services is suspended, restricted or terminated by a third-party platform provider (including Microsoft Azure) as a result of the Customer's act or omission, including any failure by the Customer to pay amounts due to such third-party provider, such suspension, restriction or termination shall not relieve the Customer of its obligation to pay any fees due to First Digital under this Agreement, including any license fees payable for a fixed Subscription Period.

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 Scope of Work (SOW), 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.