

Altron Digital Business
A Division of Altron TMT (Pty) Ltd
(hereinafter referred to as the "Supplier")
Standard Payment Terms for the supply of products and/or the
provision of Cloud services and licenses

1 INTRODUCTION

- 1.1** This Standard Payment Terms Agreement ("Agreement") is entered into by and between Altron Digital Business a division of Altron TMT (Pty) Ltd ("Supplier") and the Customer ("Customer"). These terms set forth herein shall govern the payment obligations of the Customer for the Microsoft and/or other cloud providers goods and services as provided by the Supplier.

2 PAYMENT TERMS, CHARGES AND QUOTES

2.1 Payment Terms:

- 2.1.1** Payment shall be due and payable within thirty (30) calendar days from the date of invoice. Timely payment is essential to ensure uninterrupted service delivery and compliance with the Suppliers billing policies.

- 2.1.2** All prices quoted by the Supplier exclude Value Added Tax (VAT) unless otherwise specified.

- 2.1.3** The price shall be payable by the Customer to the Supplier in cash in South African Rands without deduction or set off and free of any exchange. The Supplier shall not accept any payment by cheque.

- 2.2** All license sales to customers outside of South Africa, including annual and multi-year (e.g., 3-year) commitments under CSP and EA programs, are subject to strict upfront payment requirements. For 3-year term agreements, payment for each contract year must be made in full prior to the start of that year. No licenses will be provisioned, renewed, or increased unless the full payment for the applicable term has been received and cleared.

- 2.3** For services under the Microsoft Cloud Solution Provider (CSP) Azure Plan/Services, upon acceptance of the quotation, the Azure services will be provisioned. Invoices will be issued monthly based on actual consumption. Payment is due immediately upon receipt of the invoice and no less than 2 (two) days from date of invoice, and must be settled in full to ensure continued access to services.

2.4 Specific Terms for Enterprise/Enterprise Subscription Agreement

- Payment is directly payable to Microsoft Ireland Operations Limited in USD.
- Licensing solution provider (LSP), Altron shall provide the customer with a channel price sheet designated as "final." The customer acknowledges that all pricing reflected therein remains subject to change at any time by Microsoft, up until the execution and delivery of the final enrolment and all other required legal documentation by all relevant parties.
- For Direct agreements- Unless otherwise indicated in writing, Microsoft will invoice the customer in three (3) equal annual instalments. Any additional products or services procured by the Customer during the term of the agreement shall be invoiced on a pro-rata basis and included in the next applicable anniversary or renewal invoice, in accordance with Microsoft's billing policies and timelines.
- For Indirect agreements- Unless otherwise indicated in writing, Microsoft will invoice the LSP in three (3) equal annual instalments. Any additional products or services procured by the Customer during the term of the agreement shall be invoiced on a pro-rata basis and included in the next applicable anniversary or renewal invoice, in accordance with Microsoft's billing policies and timelines.
- Pricing across different enrolments may vary depending on the channel model (Direct vs Indirect) and other factors.

2.5 Charges:

- 2.5.1** Default interest shall be charged on all overdue amounts at 2% (two percent) per annum above the prime overdraft bank rate charged by the Suppliers bankers from time to time, compounded monthly in arrears, on all overdue amounts from the date upon which such amounts became due and payable to the Supplier until the date which such amount together with all interest accrued on such amount has been paid by the Customer to the Supplier in full.

2.6 Quotations:

- 2.6.1** The prices quoted are based on the Supplier's understanding of the Customer's requirements. Should there be any changes in the scope or understanding due to further investigation, the Supplier reserves the right to adjust the prices accordingly.
- 2.6.2** Quotations are valid for a period of seven (7) days from the date of issuance. Acceptance of a quotation by the Customer, whether in writing, by email, or through the issuance of a purchase order, shall constitute a binding agreement and shall supersede and replace any prior quotations or proposals issued in respect of the same goods or services. The Supplier reserves the right to amend or withdraw the quotation at any time prior to acceptance.

2.7 Order Placement and Processing:

- 2.7.1** All orders for licenses must be submitted in writing and accompanied by the appropriate customer acceptance forms, quotes and purchase orders. Orders will be processed based on current price list and prevailing exchange rates at the time of submission. No orders will be provisioned without confirmed customer acceptance and/or credit approval
- 2.7.2** Credits, Cancellations & Downgrades: Microsoft licenses are governed by strict cancellation and credit policies. Adjustment to quantities or cancellations can only take place within seven (7) calendar days of the order being placed, after which the customer will be liable for payment of the fees for the remainder of the subscription term. For EA customers, any changes to license quantities or services must be submitted and approved during the True-Up or Anniversary period, as per Microsoft's agreement terms.
- 2.7.3** All License Amendments & Mid-Term Changes: Changes to existing subscriptions (e.g., license increases, upgrades) will be processed in alignment with Microsoft's change control policies and billing cycles. Mid-term reductions in license quantities are not permitted under annual CSP subscriptions. EA changes must follow the structured review cycles as per Microsoft's agreement and local compliance requirements.
- 2.7.4** By default, auto-renewal for annual term licenses is disabled. Customers must expressly request in writing should they wish to enable auto-renewal on any subscription. If no such instruction is received, the subscription will terminate at the end of its term unless renewed manually with a new purchase order and acceptance confirmation.

3 **EXCHANGE RATE AND PRICE ADJUSTMENT**

- 3.1** The Supplier reserves the right to requote the Customer should fluctuations in the rate of exchange materially increase the cost of purchasing products.
- 3.2** Prior to the issuance of any purchase order, the Customer shall obtain written confirmation from the Supplier regarding the applicable rate of exchange. The confirmed rate shall be used for the purpose of calculating the final price payable under the relevant order. Failure to obtain such confirmation may result in delays or adjustments to the order processing and pricing.

- 3.3** Subject to clause 3.1, the price payable by the Customer shall be the current ruling price of the Supplier on the date the services or goods are supplied or delivered to the Customer.
- 3.4** Where applicable, the Customer shall withhold and remit any withholding taxes in accordance with the laws of South Africa. The Customer shall ensure that any such withholding taxes does not reduce the net amount payable to the Supplier.
- 3.5** The Customer agrees to provide Altron with official tax receipts or other documentation evidencing the payment of such taxes to the relevant authority, upon request.

4 REGULATORY AND SUPPLIER PRICE CHANGES

- 4.1** The Customer acknowledges and agrees that pricing of Microsoft (Licensor) cloud services, including but not limited to Microsoft Azure, Microsoft 365, and Dynamics 365 is subject to change in accordance with Microsoft pricing policies and updates under Cloud Solution Provider (CSP) program. Any such changes, including those resulting from currency fluctuations, global pricing adjustments or changes to subscription models, shall automatically apply to the Customers subscription(s) upon implementation by the Licensor. The Customer agrees to accept and be bound by such pricing adjustments without the need for further notice or amendment to this Agreement.
- 4.2** The Supplier reserves the right to adjust due to factors beyond its control, including but not limited to freight charges, VAT, statutory changes and Licensor price increases or decreases.

5 TERM AND TERMINATION

- 5.1** Licensing terms are typically fixed term and non-cancellable unless specified by Microsoft.
- 5.2** Early termination may incur penalties or continued payment obligations as per the Microsoft agreement.

6 SUPPORT AND SERVICES

- 6.1** Basic support is included for billing and account management.
- 6.2** Technical support may be provided as an optional add-on or escalated to the Licensor per support level agreements.
- 6.3** Service-level commitments depend on the support model (e.g., CSP Tier 1 or Tier 2).

7 COMPLIANCE AND USE

- 7.1** Customer shall not use the Products in violation of South African law or applicable export laws.
- 7.2** Customer is responsible for ensuring only authorized users access the services.
- 7.3** Customer must cooperate with audits conducted by the Licensor or its partners.

The Customer further agrees that the goods purchased from the Supplier will not be exported or re-exported directly or indirectly, diverted or transhipped to or any country in violation of any United Nations, United States, European Union or any other applicable embargo, nor shipped or moved to a Free Trade Zone/Area except as authorized under applicable laws and regulations.

8 GENERAL

- 8.1** The provision of software and/or services by the Supplier is subject to the successful credit vetting of the Customer.
- 8.2** The Customer agrees to enter a formal, service-specific agreement with the Supplier for each Microsoft and/or other service procured. Such agreement shall outline the applicable licensing model, service scope, terms of use, and any additional obligations specific to the service in question and shall be concluded prior to the provisioning or activation of the respective service.
- 8.3** The Supplier is not responsible for super cession (where a new product takes place of an older one) or product obsolescence (where the product becomes outdated or no longer useful).
- 8.4** This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, irrespective of the place of execution, performance, delivery or use of the goods or services. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Republic of South Africa.