E-Invoicing Services – Specific Terms and Conditions:

1. Company Data:

1.1. "**Company Data**" shall include the relevant Company content, materials, data, documentation and/or other information, which may include Personal Data, and which is required by VAT IT to deliver the e-Invoicing Services.

1.2. Company Data is and shall remain the Company's property. The Company is solely responsible for: (i) the content, accuracy and integrity of Company Data; (ii) correcting errors and omissions in the Company Data; and (iii) actions that the Company's authorised users take with respect to Company Data, including deleting or corrupting Company Data.

1.3. If the Company's authorised users elect to share Company Data with third parties through the use of the e-Invoicing Services and/or the eezi Platform, the Company is solely responsible for such disclosure and the manner in which such Company Data is utilised by such third parties.

1.4. The Company agrees that it is solely responsible for maintaining and protecting backups of Company Data directly or indirectly processed using the e-Invoicing Services and/or the eezi Platform. VAT IT is not responsible for the exportation of, failure to store, or loss and/or corruption of Company Data insofar as same exists in the Company's expense management system.

1.5. The Company agrees that no sensitive or special categories of data as defined in relevant Data Protection Laws, including but not limited to any protected health information ("**PHI**") as defined under the Health Insurance Portability and Accountability Act ("**HIPAA**"), shall be provided to VAT IT or stored on VAT IT's systems. VAT IT shall have no liability to the Company for any such data or information. If VAT IT reasonably believes that the Company has breached the terms of this clause, VAT IT may immediately suspend all or part of the Company's access to the e-Invoicing Services and the eezi Platform.

2. Company Obligations:

2.1. The relevant Company Data shall be exchanged via the approved channels and in accordance with the relevant Data Protection Laws applicable in each jurisdiction to which the e-Invoicing Services apply.

2.2. The Company warrants that Company Data it provides to VAT IT is true, accurate and correct, and in the correct technical format as specified during Technical Onboarding, and further warrants that the Recipient is authorised to receive such Company Data. VAT IT shall not be held liable for the unauthorised disclosure of Company Data to a Recipient where the disclosure was made on the instruction of the Company. VAT IT is under no obligation to verify the Recipient's details on behalf of the Company.

2.3. The Company shall: (i) notify VAT IT immediately of any unauthorised use of any password or user ID or any other known or suspected breach of security; (ii) immediately report to VAT IT and use reasonable efforts to stop any unauthorised use of the e-Invoicing Services and/or the eezi Platform that is known to or suspected by the Company; and/or (iii) not provide false identity information to gain access to or use the e-Invoicing Services and/or eezi Platform.

2.4. VAT IT's security obligations extend only to those systems, networks and information technology components over which VAT IT has control. The Company is responsible for the proper configuration and maintenance of

physical, administrative and technical safeguards as they relate to its access and use of the e-Invoicing Services and eezi Platform.

3. VAT IT Obligations:

3.1. VAT IT shall use best commercial efforts to ensure the eezi Platform is accessible and functional in accordance with the Service Levels stipulated below, subject to scheduled Maintenance periods.

3.2. Regularly scheduled Maintenance of the e-Invoicing Services and/or eezi Software and/or eezi Platform shall occur during VAT IT's weekly maintenance window on Thursdays between 15h00 and 18h00 SAST. For any other maintenance, VAT IT shall provide the Company with at least one (1) week's advance notice. Downtime due to an emergency shall not be considered Maintenance and VAT IT shall notify the Company thereof as soon as reasonably possible.

3.3. VAT IT has no obligation to monitor Company Data for accuracy or completeness but may remove data or suspend access to the e-Invoicing Services if reasonably necessary. VAT IT has no liability to the Company for such actions.

4. Invoicing and Payment:

4.1. Unless otherwise agreed between the Parties in writing, VAT IT reserves the right to invoice for the e-Invoicing Services within three (3) months of signature of the Agreement, even if the Company has not begun use of the e-Invoicing Services, provided such lack of use is due to no fault of VAT IT.

4.2. VAT IT shall furnish the Company with an invoice for its fees and charges as set out in Schedule A to this Agreement. The Company undertakes to pay all invoices within thirty (30) days from the date of the invoice, failing which, VAT IT shall be entitled to: (i) charge the Company interest on the overdue amount in accordance with the General Terms and Conditions; and/or (ii) discontinue the e-Invoicing Services.

5. Licence to Use eezi Platform:

5.1. Licence: VAT IT hereby grants to the Company a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence during the Term to remotely access and use the eezi Platform solely for the Company's internal business purposes in order to receive and make use of the e-Invoicing Services.

5.2. Licence Conditions: The Company: (i) agrees to use the e-Invoicing Services and eezi Platform only in accordance with this Agreement and for lawful business purposes; (ii) shall not: (a) attempt to copy, modify, adapt, translate, create derivative works from, decompile, disassemble, reverse engineer or otherwise seek to access any source code of the eezi Platform and/or eezi Software; (b) make the eezi Platform and/or eezi Software available to any third party/parties (except to its authorised users as expressly permitted herein); (c) use the eezi Platform or e-Invoicing Services to provide services to any third party/parties; (d) use the eezi Platform or e-Invoicing Services in a way that competes with VAT IT or copies the eezi Platform's features or functionality; (e) use the eezi Platform or e-Invoicing Services in any manner that is unlawful or infringes the rights of VAT IT or any third party; and/or (f) extract, download, scrape, or otherwise obtain any data (other than Company Data), information, or content from the eezi Platform and/or eezi Software.

5.3. Licence Termination: The licence granted under this clause will automatically terminate upon expiration or termination of this Agreement, or earlier if the

Company fails to comply with the Licence Conditions. Upon termination, the Company shall immediately cease all access to and use of the eezi Platform and e-Invoicing Services.

6. Intellectual Property:

6.1. Subject to the terms of this Agreement, the Company grants to VAT IT a worldwide, limited, non-exclusive and non-transferable licence to use, copy, store, configure, display, transmit and/or process Company Data solely to: (i) assist with the necessary operation and function of the e-Invoicing Services and/or eezi Platform; (ii) improve VAT IT's products and services; (iii) provide relevant support services; and/or (iv) for any other purpose set out in this Agreement. The Company retains ownership and intellectual property rights in and to the Company Data.

6.2. VAT IT owns and shall retain all right, title and interest in and to the eezi Software, eezi Platform and the e-Invoicing Services and any other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto. All technology and intellectual property (other than Company Data) used to provide the e-Invoicing Services and access to the eezi Platform, remain VAT IT's exclusive property.

6.3. VAT IT shall have a royalty-free, worldwide, irrevocable, perpetual licence to use and incorporate into the e-Invoicing Services and/or the eezi Software any suggestions, enhancement requests, recommendations and/or other feedback provided by the Company relating to the operation of the e-Invoicing Services and/or the eezi Platform.

7. Service Levels:

7.1. Availability:

7.1.1. VAT IT shall ensure that the e-Invoicing Services and/or eezi Platform are Available at least 99% of the time during any given calendar year. "**Available**" (and any derivatives thereof) shall mean the number of minutes in a calendar year that the key components of the e-Invoicing Services are operational as a percentage of the total minutes in that calendar year.

7.1.2. The following events shall not affect Availability: (i) Maintenance; (ii) Force Majeure Events; (iii) malicious attacks on the e-Invoicing Services and/or eezi Platform and/or eezi Software; (iv) issues associated with the Company's computing devices, local area networks or internet service provider connections; (v) the acts or omissions of the Company; and/or (vi) the downtime or instability of any third-party platforms or systems on which VAT IT is reliant.

7.2. Support and Maintenance:

7.2.1. VAT IT shall use its best efforts to respond to the Company's requests for support in accordance with commercially reasonable and industry standard response times, taking into account the nature and severity of the issue(s) ("**Support**").

7.2.2. "**Maintenance**" refers to scheduled maintenance of the eezi Platform and/or eezi Software post-deployment, including but not limited to upgrades, updates, modifications, and/or bug- and error-fixes, which are necessary to improve the performance or other attributes of the eezi Platform and/or eezi Software and/or adapt same to any changes in environment.

7.2.3. Support and Maintenance are included in the fees and entitle the Company to: (i) telephonic or electronic support to assist the Company to locate and/or correct issues with the eezi Platform; (ii) bug fixes and code corrections to resolve malfunctions in the eezi Platform and/or eezi Software; and/or (iii) all extensions, enhancements and other changes that VAT IT, at its sole discretion, makes or adds to the eezi Platform and/or eezi Software and furnishes without charge to all subscribers of the e-Invoicing Services.

8. Fair Usage Policy:

8.1. The Company agrees to use the e-Invoicing Services in a reasonable manner, consistent with the normal operational requirements of a business of comparable size and industry to the Company. VAT IT reserves the right to monitor usage of the e-Invoicing Services by all customers and may contact the Company if the Company's usage patterns significantly exceed normal operational parameters or negatively impact system performance or availability for other customers. Examples of excessive usage include, without limitation: engaging in activities that create excessive demand on VAT IT's systems; using the e-Invoicing Services for any unlawful or unauthorised purposes; and/or exploiting or abusing the e-Invoicing Services by exceeding normal use limits, such as data usage or bandwidth.

8.2. If VAT IT determines that the Company's usage is excessive, VAT IT will provide written notice to, and work collaboratively with, the Company to resolve the matter, which may include optimisation recommendations, architectural changes, or migration to an enterprise plan. VAT IT may temporarily suspend or restrict the e-Invoicing Services (in whole or in part) where the Company's usage continues to exceed fair usage thresholds for more than 15 (fifteen) days following written notice, materially impacts system stability or availability for other customers, or involves activity that is unlawful, abusive, or presents a security or integrity risk. Where reasonably practicable, VAT It will provide the Company with prior written notice of any intended suspension and will work in good faith to minimise disruption. However, VAT IT may suspend the e-Invoicing Services immediately and without prior notice where continued operation poses a material risk to system performance or other customers' access to the e-Invoicing Services. VAT IT will promptly restore full access to the e-Invoicing Services once the underlying issue has been resolved or the Company's usage returns to within acceptable limits.

8.3. Where suspension measures under this clause do not resolve the issue and excessive usage continues, VAT IT may, in its sole discretion, terminate this Agreement on 30 (thirty) days' written notice.

9. Suspension of e-Invoicing Services:

9.1. In addition to the rights of suspension in clause 8 above:

9.1.1. VAT IT reserves the right to suspend delivery of or access to the e-Invoicing Services if the Company fails to pay any amounts due under this Agreement for a period of 14 (fourteen) days or longer after notification. Suspension shall not release the Company of its payment obligations. VAT IT shall not be liable for any damages arising from suspension resulting from the Company's non-payment.

9.1.2. VAT IT reserves the right to suspend the e-Invoicing Services if it reasonably determines that the Company's use is causing or is likely to cause immediate and/or ongoing harm to VAT IT or any third parties, including a Recipient. If the issue is not resolved within 14 (fourteen) days,

this Agreement shall automatically terminate. VAT IT shall not be liable for any damages arising from such termination.

10. Liability:

10.1. VAT IT shall not be held liable for any damages or penalties suffered by the Company due to the use and/or misuse of the e-Invoicing Services and/or the eezi Platform by the Company when it is not legally authorised or permitted to use such a system in the relevant jurisdiction/s.

10.2. VAT IT shall not be held liable to the Company for any damages incurred arising from any unauthorised access to the e-Invoicing Services and/or eezi Platform resulting from the acts or omissions of the Company or any third party.

10.3. VAT IT makes use of certain third-party providers to fulfil aspects of its obligations. In some jurisdictions, VAT IT is required to rely on third-party systems mandated and administered by government entities which do not offer any service level commitments. Accordingly, VAT IT shall not be liable for any failure to meet support obligations where such failure results from the unavailability, delay, or failure of any such third-party system.

10.4. VAT IT shall not be held liable for any penalties that may be imposed on the Company by any authority regarding e-invoicing and e-reporting and/or legal archiving. The obligation remains on the Company to ensure that its data is stored in a compliant manner insofar as its data is stored in its own expense management system and/or it does not make use of VAT IT's archiving service.

10.5. VAT IT shall not be held liable for the Company's use of any self-billing solution in any particular jurisdiction/s. The onus rests on the Company to ensure that it is legally compliant and allowed to self-bill in the respective territory and for the respective transaction types.

10.6. The foregoing limitations of liability shall not apply in the event of gross negligence, wilful misconduct and/or fraud on the part of either Party.

11. Warranties:

11.1. Neither VAT IT nor any of its suppliers warrant or guarantee that the operation of the e-Invoicing Services and/or the eezi Software and/or eezi Platform will be uninterrupted or error-free, nor shall VAT IT or any of its suppliers be liable for loss, unauthorised alteration, theft or destruction of Company Data, data, or files, unless otherwise provided for in the Data Protection Laws. The Company acknowledges that VAT IT does not control the transfer of data over communications facilities, including the internet, and that the e-Invoicing Services may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. This clause sets forth the sole and exclusive warranty given by VAT IT (express or implied) with respect to the e-Invoicing Services.

11.2. The Company warrants that it and/or its representatives has/have the legal authority to create, transmit and receive the data and documents sent through the eezi Platform. VAT IT shall not be held liable should the Company be found to be non-compliant due to a lack of legal authority. VAT IT is under no obligation to ascertain the legal authority of the Company.