

ASBIS AFRICA (PTY) LTD**TECH SUPPORT SERVICES
TERMS AND CONDITIONS**

Annual per-device subscription (1, 2 or 3-year terms)

Applicable to all Tech Support Service subscriptions ordered on or after 1 October 2026

1. THE SERVICE

- 1.1 This document governs the ongoing, subscription-based Tech Support service (the “Tech Support Service” or “Service”) provided by ASBIS Africa Proprietary Limited (Registration Number: 2019/513098/07) (“ASBIS”, “we”, “us” or “our”) to the business customer identified in the applicable quotation, order form or subscription agreement issued by ASBIS or by an Authorised Reseller (as defined in clause 1.6) (“Order Confirmation”) (“you”, “your” or the “Client”), in respect of the devices identified in the Order Confirmation (each a “Device”).
- 1.2 The Tech Support Service is an ongoing, subscription-based managed support service, purchased per Device for a selected term of 1 (one), 2 (two) or 3 (three) years (the “Subscription Term”), combining proactive management, helpdesk-based remote support, MDM maintenance and hardware logistics coordination.
- 1.3 The Tech Support Service assumes that the relevant Device has already been enrolled into your organisation's device management environment, whether by ASBIS under an Onboarding Service or Onboarding Plus Service, or otherwise. It does not include the once-off deployment work covered under those services.
- 1.4 By placing an order for, accepting a quotation in respect of, or using the Tech Support Service, you agree that you have received, read, understood and accepted these terms and conditions (the “Terms”). The version of these Terms published on the ASBIS website on the date of your order applies to that order.
- 1.5 Where an Order Confirmation or quotation issued or signed by ASBIS contains terms that conflict with these Terms, the terms of the Order Confirmation or quotation will prevail solely to the extent of the conflict, and these Terms will apply to all other matters.
- 1.6 Where the Tech Support Service is purchased through a reseller appointed by ASBIS (an “Authorised Reseller”), the contract for the Tech Support Service is between you and ASBIS, and ASBIS alone is responsible to you for performing the Tech Support Service. The Authorised Reseller's role is limited to quoting for, invoicing and collecting the fees for the Tech Support Service, and those fees are payable to the Authorised Reseller in accordance with its invoice.
- 1.7 An Authorised Reseller is not ASBIS's agent and has no authority to vary these Terms, to give any warranty or make any representation on behalf of ASBIS, or otherwise to bind ASBIS. Any undertaking given to you by an Authorised Reseller that is not recorded in these Terms, or in an Order Confirmation issued by ASBIS, is the responsibility of that Authorised Reseller alone.
- 1.8 ASBIS's obligation to perform the Tech Support Service arises once ASBIS has received and accepted the order for the Tech Support Service from the Authorised Reseller. Any refund due to you under these Terms will be paid through the Authorised Reseller that invoiced you, unless ASBIS agrees otherwise.

2. SCOPE OF THE TECH SUPPORT SERVICE

- 2.1 Subject to these Terms and for the duration of the Subscription Term, the Tech Support Service includes, per Device:
 - (a) Apple Business portal maintenance, including ongoing account maintenance and enrolment of additional Devices into Apple Business as they are added to the subscription, including Manual Enrolment in accordance with clause 7 where a Device cannot be enrolled through Automated Device Enrolment.

- (b) Periodic assessment and validation of your Apple Business portal and Mobile Device Management (MDM) configuration.
- (c) Volume Purchase Program (VPP) maintenance for app deployment and licence assignment.
- (d) Advanced MDM maintenance, including continuous management of certificates, profile updates, app licences and configuration changes.
- (e) Monthly fleet reporting, summarising fleet health, compliance status and warranty metrics.
- (f) Remote support via a dedicated help desk and ticketing system, for IT escalations and end-user support requests.
- (g) A standard service level of 4 (four) to 8 (eight) business hours' response time for remote support incidents logged during business hours.
- (h) Ongoing software and configuration updates.
- (i) MDM configuration support and advanced MDM customisation.
- (j) Identity Provider (IdP) integration support, covering Microsoft Entra ID or Google Workspace federation with Managed Apple IDs, and Platform Single Sign-On (PSSO) support, where such integration was configured under an Onboarding Plus Service or is added during the Subscription Term.
- (k) IT technical refresher training and end-user productivity refresher training.
- (l) Lifecycle offboarding for departing staff, including remote wipe, MDM un-enrolment and secure decommissioning of a Device.

2.2 "Remote support" means support delivered via telephone, email, remote-access software or the ASBIS help desk portal. Onsite technical support is not included as standard and, where required, will be quoted for and agreed separately, save where expressly stated otherwise in your Order Confirmation.

2.3 Response times recorded in clause 2.1 refer to the time within which ASBIS will acknowledge and begin working on a logged incident; they are not resolution times, and actual resolution will depend on the nature and complexity of the issue.

3. SUBSCRIPTION TERM AND RENEWAL

3.1 Coverage under the Tech Support Service commences on the date recorded in your Order Confirmation (the "Commencement Date") and continues for the Subscription Term selected by you (1, 2 or 3 years).

3.2 Unless you or ASBIS gives written notice of non-renewal at least 30 (thirty) calendar days before the end of the then-current Subscription Term, the Tech Support Service will automatically renew for successive 12 (twelve) month periods at the then-current fees for the Service.

3.3 A separate Tech Support Service subscription must be purchased for each Device to be covered. Where a new Device is added to your fleet during a Subscription Term, ASBIS will quote for a subscription for that Device, which may run for the balance of your existing Subscription Term or a new term, as agreed.

3.4 Where section 14 of the Consumer Protection Act, 68 of 2008 applies to your subscription, clauses 3.1 and 3.2 are subject to that section and the regulations made under that Act, including the provisions relating to the maximum duration of fixed-term agreements and to notice of expiry and continuation of the agreement.

4. WHAT IS NOT INCLUDED

4.1 The Tech Support Service does not apply to, and does not include:

- (a) hardware repair costs or parts, which remain subject to the applicable manufacturer warranty or a separately purchased extended warranty (such as the ASBIS Apple Extended

Warranty), where ASBIS coordinates logistics for such repairs as part of the Service but does not bear the cost of the repair itself;

- (b) onsite technical support, save where separately quoted for and agreed, or expressly included in your Order Confirmation;
- (c) the once-off deployment and enrolment work covered under the Onboarding Service or Onboarding Plus Service, save for Manual Enrolment of additional Devices and re-enrolment of in-production Devices under clause 7;
- (d) support for hardware, software or platforms outside your managed Apple device environment, or for third-party applications not deployed or supported through your MDM;
- (e) support required as a result of unauthorised changes, misuse, or interference by you or a third party with a Device's configuration;
- (f) data recovery, data migration, or back-up services; you remain responsible for backing up your own data;
- (g) licence fees for third-party software, MDM platforms, or cloud services used in your environment;
- (h) resolution of faults arising from your own network, internet service provider, or other infrastructure not managed by ASBIS.

5. HOW SUPPORT IS PROVIDED

- 5.1 You may log a support request through the ASBIS help desk and ticketing channel notified to you at the start of your Subscription Term.
- 5.2 ASBIS will acknowledge and begin working on incidents logged during business hours (Monday to Friday, excluding South African public holidays) within the response time recorded in clause 2.1.
- 5.3 Where an issue cannot be resolved remotely, ASBIS will inform you and, where onsite support has been agreed, will arrange an onsite visit and communicate an indicative timeframe, which is an estimate only and not guaranteed.
- 5.4 ASBIS may, at its discretion and in consultation with you, prioritise incidents based on their severity and business impact.
- 5.5 ASBIS will remotely wipe, lock or un-enrol a Device only on the written instruction of the IT contact or administrator nominated by you under clause 6.1. ASBIS is not liable for any loss of data resulting from a remote wipe, lock or un-enrolment carried out in accordance with such an instruction.

6. YOUR OBLIGATIONS

- 6.1 To receive the Tech Support Service, you must, and you agree to:
 - (a) keep each subscribed Device enrolled in your Apple Business and MDM environment, and notify ASBIS before removing a Device from management;
 - (b) nominate an IT contact or administrator with authority to log support requests and to give instructions on your behalf, including instructions under clause 5.5;
 - (c) permit the installation and use of TeamViewer, or another remote-access tool nominated by ASBIS, on each subscribed Device for the purpose of remote support, and inform your end users of its use;
 - (d) maintain an accurate, up-to-date Device inventory and notify ASBIS promptly of any Device added to, or removed from, your fleet;
 - (e) respond promptly to reasonable requests for information needed to diagnose or resolve a logged incident;
 - (f) maintain adequate internet connectivity for remote support to be delivered;

- (g) back up any data residing on a Device; ASBIS is not responsible for any loss of data or software in the course of providing the Tech Support Service; and
- (h) report faults promptly through the designated help desk channel referred to in clause 5.1.

7. MANUAL ENROLMENT OF DEVICES PURCHASED THROUGH A DPP RESELLER

- 7.1 This clause 7 applies to Devices that you purchase through an Authorised Reseller that participates in the ASBIS Distribution Partner Programme and has not yet been appointed by Apple as an Apple Authorised Reseller (a “DPP Reseller”). Because of Apple's chain of trust, a DPP Reseller cannot offer Automated Device Enrolment (ADE), and Devices purchased through a DPP Reseller cannot be assigned to your Apple Business (formerly Apple Business Manager) organisation through ADE. ASBIS will instead manually add each such Device to your Apple Business organisation using Apple Configurator (“Manual Enrolment”). Where this clause 7 conflicts with any other provision of these Terms, this clause 7 prevails in respect of Manual Enrolment.
- 7.2 Clauses 1.6 and 1.7 apply to a DPP Reseller. In addition, and despite clause 1.6, you appoint the DPP Reseller as your channel for providing to ASBIS the information, instructions and approvals required for Manual Enrolment under this clause 7. In doing so the DPP Reseller acts on your behalf and not as ASBIS's agent.
- 7.3 ASBIS will not unbox or manually enrol any Device until you and the DPP Reseller have each accepted these Terms, including this clause, in writing, whether by signing the Manual Enrolment Acknowledgement in Annexure A or by another written means acceptable to ASBIS. Any approval, instruction or notice required by this clause to be given in writing may be given by email from an authorised representative of the relevant party.
- 7.4 Manual Enrolment includes, per Device:
 - (a) release of the Device, once invoiced and ready to ship, to a designated enrolment area at ASBIS's warehouse;
 - (b) Device intake and serial number recording and tracking;
 - (c) unboxing of the Device;
 - (d) manual enrolment of the Device into your Apple Business organisation using Apple Configurator;
 - (e) verification by an ASBIS engineer that the Device appears in your Apple Business portal, with a screenshot of the Device in the portal as proof of enrolment (“Proof of Enrolment”), which will be accepted as evidence that Manual Enrolment of that Device is complete;
 - (f) assignment of the Device to your nominated MDM server, but only on written instruction in accordance with clause 7.9;
 - (g) repackaging of the Device; and
 - (h) dispatch of the Device to you or to the DPP Reseller, as instructed in writing.
- 7.5 Save as provided in clause 7.16, Manual Enrolment is performed at ASBIS's warehouse premises before the Device is dispatched, and only once the Device has been invoiced and is ready to ship and all of the prerequisites in this clause have been met.
- 7.6 Manual Enrolment is performed in batches, subject to ASBIS's available capacity, during the following enrolment windows (each day an “Enrolment Day”), excluding South African public holidays:
 - (a) Tuesday: 08:00 to 16:00;
 - (b) Wednesday: 08:00 to 16:00; and
 - (c) Thursday: 08:00 to 14:00, being the weekly cut-off time.

- 7.7 No Manual Enrolment is performed on Mondays or Fridays. Devices for which the prerequisites have not been met in time to be enrolled by the Thursday 14:00 cut-off will be scheduled for the next available Enrolment Day, normally the following Tuesday.
- 7.8 Where your nominated contact is not available on the scheduled Enrolment Day to provide one-time passcode ("OTP") or other verification codes required to sign in to your Apple Business account, or where any other prerequisite is not met, ASBIS may reschedule Manual Enrolment of the affected Devices to the next available Enrolment Day. ASBIS is not liable for any resulting delay in enrolment or dispatch.
- 7.9 **MDM server assignment is not included automatically.** ASBIS will assign a Device to an MDM server only where you, through the DPP Reseller, have specified in writing the MDM server to which each Device (identified by serial number) must be assigned. Where no written instruction is received, the Device will be enrolled into Apple Business only.
- 7.10 For Manual Enrolment, you must, and you agree to:
- (a) hold a valid, active Apple Business account, and remain its owner and administrator at all times;
 - (b) provide ASBIS, through the DPP Reseller, with access to an Apple Business account to which a role limited to device enrolment (such as the Device Enrolment Manager role) has been assigned, and not an administrator account;
 - (c) provide the name and contact details of the person responsible for your Apple Business account, and ensure that person is available on the scheduled Enrolment Day to provide OTP and other verification codes promptly; and
 - (d) ensure that the DPP Reseller confirms in writing the allocation of each Device, by serial number, to you, your correct Apple Business account details, and the correct delivery address and contact person for delivery.
- 7.11 You authorise ASBIS to sign in to your Apple Business account, using the account provided, solely to perform Manual Enrolment. ASBIS will keep these credentials and verification codes confidential, will make no change to your Apple Business organisation other than adding the Devices and, where instructed, assigning them to an MDM server, and will relinquish the access in accordance with clause 9.6.
- 7.12 **ASBIS may rely on all information, instructions and approvals provided by the DPP Reseller under this clause as having been authorised by you. ASBIS is not liable for any loss arising from a Device being enrolled into the wrong Apple Business organisation, assigned to the wrong MDM server, or delivered to the wrong address as a result of inaccurate or incomplete information or instructions provided by you or the DPP Reseller.**
- 7.13 **You acknowledge that, under Apple's current rules, a Device manually added to Apple Business using Apple Configurator is subject to a provisional period of 30 (thirty) days from the date of enrolment (the "Provisional Period"), during which the Device user can remove the Device from Apple Business, from supervision and from MDM management. Manual Enrolment therefore offers less protection than ADE during the Provisional Period. ASBIS is not liable for any Device being removed from Apple Business or MDM management during the Provisional Period, or for any consequences of such removal.** You are responsible for enrolling each Device into MDM as soon as possible after delivery and for controlling access to Devices during the Provisional Period. The length and effect of the Provisional Period are determined by Apple and may change without notice to ASBIS.
- 7.14 Manual Enrolment requires the physical handling of each Device and the opening of its retail packaging. Devices will be repackaged in their original packaging, but the packaging will have been opened and any factory seals broken.
- 7.15 **A Device that has already been set up or put into use ("in production") cannot be manually enrolled without first being erased and restored to factory settings, which permanently**

deletes all data, settings and applications on it and cannot be reversed. Before any Device is erased, you must back up all data on it and confirm in writing given by the IT contact or administrator nominated by you under clause 6.1(b) that ASBIS may erase it. ASBIS is not responsible for any loss of data, settings, applications or software resulting from erasure.

- 7.16 Where a Device covered by your subscription has already been set up or put into production and needs to be manually enrolled or re-enrolled, ASBIS will erase and manually re-enrol the Device as part of the Tech Support Service, subject to clause 7.15. **Where this requires an ASBIS engineer to attend your premises, onsite attendance is not included and will be quoted separately and charged in addition, together with a callout fee, in accordance with clause 2.2.**
- 7.17 **Notwithstanding any other provision of these Terms, the order for Manual Enrolment, and the related order for the Device, cannot be cancelled once the Device has been unboxed and manually enrolled. A Device that has been manually enrolled at your or the DPP Reseller's request will be treated as an open-box item and cannot be returned for credit, refund or exchange.** This does not affect any rights you may have in respect of a defective Device under the manufacturer's warranty or under applicable law, including the Consumer Protection Act, 68 of 2008, where it applies.
- 7.18 Manual Enrolment of additional Devices added to your subscription is charged per Device at the fee quoted separately in your Order Confirmation, in addition to the Tech Support Service fee, unless your Order Confirmation records that it is included. ASBIS will invoice the Manual Enrolment fee to the DPP Reseller, which will invoice you in accordance with clause 1.6, unless otherwise agreed in writing.
- 7.19 **In addition to the limitations of liability elsewhere in these Terms, ASBIS is not liable for any failure, delay or loss caused by: (a) the removal of a Device from Apple Business or MDM management during or after the Provisional Period; (b) inaccurate or incomplete information, instructions or approvals provided by you or the DPP Reseller; (c) the unavailability of your nominated contact or of the required Apple Business account or role; (d) the availability of, or changes to the policies of, Apple Business, Apple Configurator or any MDM platform; or (e) any act or omission of the DPP Reseller.**

8. FEES AND PAYMENT

- 8.1 The fee for the Tech Support Service is an annual, per-Device subscription fee, quoted in South African Rand (ZAR), exclusive of Value-Added Tax (VAT), as set out in your Order Confirmation or invoice, and may vary according to the applicable pricing tier for your Device.
- 8.2 VAT is charged in addition to the quoted fee at the prevailing statutory rate.
- 8.3 Fees are payable annually in advance, or in accordance with the payment terms recorded in your Order Confirmation or invoice.
- 8.4 ASBIS may revise its fees for the Tech Support Service from time to time, effective from the next renewal of your Subscription Term under clause 3.2. ASBIS will give you reasonable prior notice of any fee change taking effect at renewal.
- 8.5 If a fee remains unpaid after its due date, ASBIS may suspend the Tech Support Service in respect of the affected Device until payment is received, on reasonable prior notice to you.

9. DATA PROTECTION

- 9.1 ASBIS processes personal information in connection with the Tech Support Service in accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"), and only to the extent necessary to deliver the Tech Support Service.
- 9.2 As between you and ASBIS, you remain the responsible party for personal information relating to your organisation, your staff and your Devices. ASBIS acts as an operator in respect of such

personal information, processing it solely on your instruction and for the purpose of delivering the Tech Support Service.

- 9.3 ASBIS will take reasonable technical and organisational measures to keep information accessed in the course of the Tech Support Service confidential and secure, and will not use it for any purpose other than delivering the Tech Support Service.
- 9.4 ASBIS will notify you without undue delay where there are reasonable grounds to believe that personal information processed by ASBIS in connection with the Tech Support Service has been accessed or acquired by an unauthorised person.
- 9.5 The platforms and tools used to deliver the Tech Support Service, including Apple Business, MDM platforms and remote-access tools, may involve the processing of personal information outside the Republic of South Africa. ASBIS will ensure that any transfer of personal information outside the Republic by ASBIS complies with section 72 of POPIA.
- 9.6 On termination or expiry of the Tech Support Service, ASBIS will relinquish any administrative access granted to it for the purpose of the Tech Support Service, and will return or delete the personal information held by it in connection with the Tech Support Service, save to the extent that ASBIS is required by law to retain it. You are responsible for changing or revoking any credentials provided to ASBIS.

10. INTELLECTUAL PROPERTY

- 10.1 All intellectual property owned by you, or by Apple, Microsoft, Google or any other third party prior to the Tech Support Service, remains the property of the relevant owner.
- 10.2 Configuration changes, reports and documentation created by ASBIS specifically for you as part of the Tech Support Service are provided to you for your own internal business use. ASBIS retains ownership of any underlying tools, templates or methodologies it uses to deliver the Tech Support Service.

11. LIMITATION OF LIABILITY

- 11.1 To the maximum extent permitted by South African law, ASBIS and its employees and agents will under no circumstances be liable to you for any indirect, special or consequential damages arising from or in connection with the Tech Support Service, including but not limited to loss of data, loss of business, profits, revenue or anticipated savings, whether or not foreseeable and whether or not ASBIS has been advised of the possibility of such damages.
- 11.2 To the maximum extent permitted by South African law, ASBIS's total liability to you arising under or in connection with the Tech Support Service in any 12 (twelve) month period will not exceed the total fees paid by you for the Tech Support Service in respect of the affected Device during that period.
- 11.3 ASBIS does not warrant that the Tech Support Service will be uninterrupted or error-free, that response times recorded in clause 2.1 will be met in every instance (particularly during periods of unusually high demand or events outside ASBIS's reasonable control), or that any specific issue will be resolved. You remain responsible for backing up your own data.

12. CANCELLATION AND TERMINATION

- 12.1 Where section 14 of the Consumer Protection Act applies to your subscription and provides you with a right of termination, you may cancel the Tech Support Service at any time for any reason by giving ASBIS 20 (twenty) business days' written notice. On cancellation under this clause, you will receive a pro rata refund of the fees paid for the unexpired part of the Subscription Term, less a reasonable cancellation penalty as contemplated in regulation 5 of the regulations made under that Act, which will not exceed 25% (twenty-five percent) of the fees paid for the unexpired part of the Subscription Term.

- 12.2 ASBIS may cancel the Tech Support Service on reasonable notice in the event of fraud, material misrepresentation, or misuse of the Service on your part.
- 12.3 ASBIS may cancel the Tech Support Service if it can no longer provide it due to changes in its business structure or third-party arrangements (such as changes to Apple's or another platform provider's programmes). In that event, you will receive a pro rata refund of the fees paid for the unexpired part of the Subscription Term, less the value of any support already provided.
- 12.4 Either party may terminate the Tech Support Service if the other party is in default of a material obligation (including a payment obligation) and fails to remedy that default within 30 (thirty) days of receiving written notice to do so.
- 12.5 On termination or expiry of the Tech Support Service for any reason, the parties' rights and obligations under these Terms cease, save that clauses 9 and 11, and any obligation to pay fees that accrued before termination or expiry, will survive.

13. GENERAL TERMS

- 13.1 ASBIS may subcontract or assign performance of its obligations under these Terms to a qualified third party, but will remain responsible to you for the proper performance of the Tech Support Service.
- 13.2 ASBIS is not responsible for a failure or delay in performing the Tech Support Service that is due to events outside ASBIS's reasonable control.
- 13.3 These Terms, together with your Order Confirmation, constitute the entire agreement between you and ASBIS in respect of the Tech Support Service and supersede any prior discussions or communications on that subject.
- 13.4 ASBIS reserves the right to amend these Terms from time to time, effective upon posting of the revised terms to the ASBIS website. Save for fee changes taking effect at renewal under clause 8.4, amendments will not apply retrospectively to a Subscription Term already in progress.
- 13.5 These Terms are governed by, and will be construed in accordance with, the laws of the Republic of South Africa, and the parties submit to the non-exclusive jurisdiction of the South African courts.
- 13.6 If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

14. CONSUMER PROTECTION ACT

- 14.1 These Terms are subject to the Consumer Protection Act, 68 of 2008 ("CPA"), where applicable, and nothing in these Terms overrides or limits any right you may have under the CPA.

15. FURTHER INFORMATION

- 15.1 For further information about the Tech Support Service or these Terms, please contact ASBIS at the details published on the ASBIS Africa website.

ANNEXURE A: MANUAL ENROLMENT ACKNOWLEDGEMENT

To be completed where Devices are purchased through a DPP Reseller. By signing below, each party confirms that it has received, read, understood and accepted the ASBIS Tech Support Service Terms and Conditions, including clause 7 (Manual Enrolment), and specifically acknowledges: (a) the 30-day Provisional Period (clause 7.13); (b) that MDM server assignment is performed only on written instruction (clause 7.9); (c) that an in-production Device must be erased before Manual Enrolment, with permanent loss of its data (clause 7.15); and (d) that orders cannot be cancelled, and Devices cannot be returned, once unboxed and enrolled (clause 7.17).

CLIENT

Registered name: _____

Registration number: _____

Name of signatory: _____

Capacity: _____

Signature: _____

Date: _____

The signatory warrants that he or she is duly authorised to sign on behalf of the party named above.

DPP RESELLER

Registered name: _____

Registration number: _____

Name of signatory: _____

Capacity: _____

Signature: _____

Date: _____

The signatory warrants that he or she is duly authorised to sign on behalf of the party named above.