

# Microsoft CSP Addendum

**Service Provider:** AOLC (Pty) Ltd

**Client:** The entity specified in any accepted Estimate, Proposal, Invoice, or CRM record

**Version:** CSPADD-2025.08

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**Confidential – Not for distribution without permission**

## 1. Definitions

For the purpose of this Addendum:

- **CRM** refers to AOLC's Client Relationship Management system used to manage client records, licensing, and communications.
- **Estimate** means a pricing document generated via CRM used to summarise itemised licensing, quantities, and terms for Client review and approval.
- **Proposal** means a formal document issued via CRM used to present bundled service offerings, licensing packages, or solutions for Client consideration and approval.
- **Invoice** means the billing document issued for payment.
- **Client** means the entity recorded in any accepted Estimate, Proposal, Invoice, or CRM entry.
- **Services** means Microsoft cloud-based products and related support delivered through AOLC under the CSP program.

## 2. Parties & Scope

This Addendum forms part of the Agreement between:

- **Service Provider:** AOLC (Pty) Ltd ("Provider")
- **Client:** The entity specified in any accepted Estimate, Proposal, Invoice, or CRM record ("Client")

It governs the sale, provisioning, support, licensing, and billing of Microsoft Cloud Services under the CSP program.

This Addendum also applies to any Microsoft cloud services previously or currently provided by the Provider to the Client, where services have been invoiced and paid,



even in the absence of a formally accepted Estimate or Proposal. Continued use of services and payment shall constitute binding acceptance of these terms.

### **3. Relationship to Microsoft Agreement**

The Client acknowledges that the Provider acts as a reseller and billing intermediary under the Microsoft Cloud Solution Provider (CSP) program, and that all Microsoft services are governed by the Microsoft Customer Agreement, Product Terms, and other applicable Microsoft licensing terms.

### **4. Term & Auto-Renewals**

Each license is valid for a 12-month term from its effective date, regardless of whether payment is made monthly or annually. All licenses will automatically renew for a further 12-month term unless cancelled in writing with at least 30 days' notice prior to the renewal date.

### **5. Adding Licenses**

Client may request additional services at any time. These will be billed pro-rata and linked to the original Addendum via an updated Estimate or written confirmation.

### **6. Effective Dates for New Services**

New services added mid-term shall each have their own 12-month commitment, commencing on the activation date, unless otherwise agreed in writing by the Provider.

### **7. License Schedule**

The product quantities, pricing, terms, and effective dates shall be as outlined across one or more Estimates, Proposals, or Invoices issued by the Provider and accepted by the Client. In the absence of a formally accepted Estimate or Proposal, continued use of services and payment of any corresponding invoice(s) shall constitute acceptance of the applicable terms under this Addendum.

The most recent accepted Estimate or Proposal, or any invoiced and paid service record(s), whether individually or collectively, shall be deemed incorporated into this Addendum as the license schedule of record. Going forward, any additional services must be confirmed through CRM-based Estimates, or if necessary, written confirmation from an authorised Client representative, and shall be binding under the same terms of this Addendum.

### **8. Variation by Estimate**

The Parties agree that any changes to license quantities, pricing, billing frequency, or term may be implemented through Estimates issued by the Provider. Once accepted by the Client—whether via CRM approval, email confirmation, or formal signature—such Estimates shall be binding and shall supersede the relevant provisions of this Addendum to the extent of the variation specified. License reductions or cancellations



are expressly not permitted during the committed term and will not be processed, except as permitted by Microsoft's CSP policies.

## **9. Currency & Exchange Rate Fluctuations**

Pricing is based in USD and converted to ZAR using the mid-point exchange rate on the invoice date. As a result, ZAR pricing may vary monthly and will be reflected in the issued invoice. The Client acknowledges and accepts that no prior notice of exchange rate fluctuations will be provided.

## **10. Billing & Payment Terms**

Agreements are based on either:

- (a) a 12-month commitment with full payment upfront; or
- (b) a 12-month commitment with monthly invoices issued in advance.

Payment is due within 7 days of invoice date. Late payments may incur interest at Prime + 2% and may result in service suspension. Any bank charges or collection fees incurred will be for the Client's account.

## **11. No Set-off**

The Client shall not be entitled to withhold, defer, or set off any payment due to the Provider under this Agreement, for any reason whatsoever, including any alleged breach or counterclaim.

## **12. Non-Cancellation of Provisioned Licenses**

All provisioned licenses are non-cancellable and shall remain payable for the full committed term, irrespective of actual usage, unless otherwise agreed in writing by the Provider.

## **13. Taxes**

All prices exclude VAT and will be added on the Tax Invoice. The Client is responsible for all applicable taxes and duties unless exempted in writing.

## **14. Confidentiality**

The Parties agree to keep all commercial terms and client data confidential, except as required by law or to enforce this Agreement.

## **15. Data Protection & POPIA**

The Client acknowledges and agrees that AOLC will store and process personal information in accordance with South African data protection laws (POPIA) for the purpose of fulfilling its obligations under this Agreement. The Client agrees not to provide personal information of any third party to the Provider without obtaining the necessary consents as required under POPIA.



## 16. Client Obligations & Compliance

The Client agrees to use services in accordance with Microsoft licensing terms and is responsible for data and legal compliance.

## 17. Service-Level Expectations

The Provider will provide first-line support for Microsoft cloud services. We aim to acknowledge standard support requests within 1 business day and prioritise critical issues as soon as possible during business hours. Support requests must be logged via the AOLC CRM or official support email address. Support is available during standard business hours, excluding weekends and South African public holidays.

First-line support includes basic user troubleshooting, license provisioning, password resets, and assistance with accessing Microsoft cloud services. It excludes advanced configuration, customisation, tenant-level policy changes, or support for services beyond the Provider's administrative control. Where issues fall outside the scope of first-line support, the Provider will escalate to Microsoft or recommend external remediation if appropriate.

The Provider may charge additional fees for first-line support services where:

- Requests exceed fair usage thresholds,
- Assistance is requested for non-standard issues,
- The Client does not have an active support contract, or
- Services requested are outside the scope of licensing administration.

Paid support services, where applicable, will be billed in accordance with the Provider's standard schedule of charges.

## 18. Third-Party Service Limitations

The Provider shall not be liable for service disruptions, outages, or data loss caused by Microsoft or other upstream service providers. The Client's recourse in such events shall be limited to the terms of Microsoft's applicable SLA or support remedies.

## 19. Service Suspension & Termination

If payment is not received by the due date, either the Provider or Microsoft may suspend or terminate access to the subscribed services without further notice. Such suspension or termination does not cancel or reduce the Client's financial obligation. The Client remains liable for the full contractual value, including all amounts due for the remainder of the 12-month commitment. Early termination by the Client, or suspension by the Provider or Microsoft, shall not relieve the Client of their payment obligations.



## 20. Debt Recovery & Legal Costs

In the event of non-payment, the Client agrees to pay all costs incurred by the Provider in recovering outstanding amounts, including legal fees on an attorney-and-client scale, collection commissions, and tracing fees.

## 21. Liability & Warranties

To the maximum extent permitted by law, the Provider shall not be liable to the Client for any direct, indirect, incidental, special, punitive, or consequential damages of any kind, including but not limited to loss of profits, loss of business, loss of data, service interruptions, or reputational damage, arising out of or in connection with this Agreement or the use of Microsoft cloud services.

The Client acknowledges that all Microsoft services are provided “as is” and are governed solely by Microsoft’s own warranties, service levels, and terms. The Provider makes no independent warranties and accepts no liability for the availability, performance, or conduct of Microsoft services or third-party systems.

The Client further agrees that they are solely responsible for determining the fitness of Microsoft services for their intended use, and the Provider shall not be held liable for any outcomes resulting from such use.

## 22. Amendments & Notice

No amendments to this Agreement shall be valid unless agreed in writing and recorded via the Provider’s CRM platform.

Formal legal notices, including but not limited to termination, must be submitted via email to the contact address on record and will be deemed valid only if acknowledged by reply from the receiving party.

Operational instructions or authorisations — including license additions, changes, or support requests — must be submitted through the AOLC CRM platform or the official support email address. Requests sent via informal channels (e.g., WhatsApp, SMS, or verbal instruction) will not be actioned or considered valid.

The Client acknowledges that any action, acceptance, or approval recorded within the AOLC CRM platform shall constitute valid and binding consent to the relevant Estimate, Proposal, or license adjustment.

## 23. Dispute Resolution

The Parties agree to make every effort to resolve any dispute arising from or in connection with this Agreement through good-faith negotiation. Should negotiation fail, the dispute shall be submitted to private mediation in Johannesburg, South Africa, under the rules of the Arbitration Foundation of Southern Africa (AFSA), unless urgent or injunctive relief is required.



Nothing in this clause shall prevent either Party from seeking urgent interim relief from a court of competent jurisdiction where appropriate.

## **24. Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The Parties consent to the jurisdiction of the Magistrates' Court as contemplated in Section 45 of the Magistrates' Courts Act, No. 32 of 1944, as amended, even if the amount in dispute exceeds the court's monetary jurisdiction. Notwithstanding the above, the Provider may, at its sole discretion, institute proceedings in the High Court of South Africa, Gauteng Division. The Client waives any right to object to such jurisdiction on the grounds of forum non conveniens.

## **25. Authority to Bind**

By signing below, the signatory confirms that they are duly authorised by the Client — whether as a director, duly mandated representative, or via a valid board resolution — to enter into this Agreement and bind the Client to its terms.

The Client agrees to provide a copy of such resolution or authorisation if requested. If it is later determined that the signatory lacked the necessary authority, they agree to be held personally liable for all obligations under this Agreement.

## **26. Severability**

If any provision of this Addendum is held to be invalid, unlawful, or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

## **27. Force Majeure**

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to power outages, civil unrest, natural disasters, labour strikes, pandemics, or acts of government. For clarity, a Force Majeure event does not suspend or waive the Client's payment obligations for services already rendered or committed under this Agreement.

## **28. Signatures**

This Agreement may be signed electronically and in counterparts. Each electronic signature shall have the same legal effect as an original signature.



**Service Provider: AOLC (Pty) Ltd**

Name and Surname: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Client: As specified in any accepted Estimate, Proposal, Invoice, or CRM record**

Name and Surname: \_\_\_\_\_

Designation: \_\_\_\_\_

Client Company Name: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

Province/State: \_\_\_\_\_

Postal/Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Email for Notices: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*Client Company Details: To be completed based on any accepted Estimate, Proposal, Invoice, or CRM record*

