ANNEXURE B: ENGAGEMENT AND GOVERNANCE MODEL

This Annexure outlines the fulfilment mechanisms, partner engagement model, and relevant accreditation criteria applicable to the delivery of Products and Services under this Agreement. It is intended to support transformation objectives, ensure compliance with applicable laws, and maintain quality standards across delivery channels.

1. Multichannel Fulfilment Approach

Fulfilment of Products and Services defined in this Agreement shall adopt a multichannel approach comprising:

- The Vendor (Open Text South Africa (Pty) Ltd, or Micro Focus Software (Ireland) Ltd), or another Vendor Group Company as defined in the Agreement), and
- Fulfilment Agents (as defined in the Agreement)

2. Fulfilment of Software Licenses and Support and Maintenance Services

2.1. All Fulfilment Agents are entitled to resell Products and Services provided they meet the criteria defined in the Vendor Partner Program, as maintained and updated from time-to-time.

2.2. For contracts with a list price equal to or **exceeding USD 1,000,000** (based on Vendor's list prices), The Vendor may elect to respond directly, where the scale, complexity, or risk profile of the engagement requires direct Vendor accountability. This does not preclude participation by Fulfilment Agents for supporting roles or subcontracting, where appropriate, as part of Vendor's commitment to transformation objectives set out in Annexure C.

3. Renewal of Support and Maintenance Services

3.1. Support and Maintenance Services shall automatically renew unless SITA or the relevant Organ of State provides a written cancellation notice at least 90 calendar days prior to the renewal date.

3.2. The Vendor shall notify SITA or the relevant Organ of State of pending renewals no later than 120 calendar days before such renewal to ensure transparency and provide sufficient time for decision-making.

3.3. Should SITA or any Organ of State wish to procure a renewal of Support and Maintenance Service from another Fulfilment Agent, this Annexure shall be followed.

4. Fulfilment of Vendor-Specific Services

4.1. The following services must be fulfilled directly by The Vendor or Vendor's choice of Fulfilment Agent(s) and are not eligible for other Fulfilment Agents' fulfilment:

- Professional Services
- Premium Support Services
- Cloud Services

4.2. Where feasible, The Vendor shall make reasonable efforts, but shall not be obligated to, subcontract elements of Professional Services and Cloud Services to Fulfilment Agents, as part of its commitment to transformation objectives set out in Annexure C.

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4.3. Premium Support Services are excluded from subcontracting and shall only be performed by The Vendor’s in-house domain specialists.

5. **Request for Proposal (RFP) Flow**

5.1. Organs of State shall initiate fulfilment by engaging with their designated SITA Customer Relationship Manager (CRM) to draft their technical and commercial requirements.

5.2. Following internal approvals, the Organ of State shall submit the required documentation — including business case, bill of materials (BOM), and any approved brand-specific motivation — to the relevant SITA CRM.

5.3. The SITA CRM shall log the request with the Business Assessment Service (BAS), which will assess the documentation and forward it to Demand Management (DM).

5.4. Demand Management shall then forward the assessed request to Acquisition Management (AM), which will initiate the Supply Chain Management (SCM) process.

5.5. During the SCM process, the Vendor shall be copied on all requests relating to Products covered under this Agreement. Copying the Vendor enables it to assess whether to participate directly in fulfilment, where permitted or required under this Annexure, including in relation to Vendor-Specific Services or contracts exceeding the threshold value defined in clause 2.2.

5.6. SCM may request quotations from Fulfilment Agents by copying Vendor, based on the tasking letter and/or BOM. Quotes shall be submitted by these Fulfilment Agents, which may include their fulfilment service fee, directly to SCM–Acquisition Management.

5.7. SCM–AM shall validate all quotes against the Framework Agreement pricing and discount structure and obtain necessary approvals from the Bid Adjudication Committee.

5.8. Subject to such approvals, the contract or purchase order (PO) shall be awarded to the Vendor or selected Fulfilment Agent(s).

5.9. Where a Fulfilment Agent is awarded the order directly by SITA or an Organ of State without Vendor being involved other than being copied in the SCM process, delivery of Products shall be carried out by the awarded Fulfilment Agent, in which case the Vendor shall have no liability in respect of such fulfilment beyond its standard OEM warranties and obligations under applicable law or licensing terms. All contractual, delivery, and performance obligations in such cases shall rest with the Fulfilment Agent to whom the order is awarded. For the avoidance of doubt, notwithstanding the specialization level currently held by each of the Fulfilment Agents, Vendor does NOT warrant or represent the partners' technical deployment expertise, and it remains for the Customer to assess each Fulfilment Agent’s skill level, having regard to matters such as solution demonstrations, past customer references and/or appropriate documentation to support implementation level solution certifications. The relationship between Vendor and each of the Fulfilment Agents is that

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of independent contractors, and neither of the Fulfilment Agents are an agent nor a representative of Vendor.

5.10. Vendor, or their Fulfilment Agent(s), shall issue invoices to SITA or the relevant Organ of State, after which payment shall be affected in accordance with this Agreement.

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