

MASTER SERVICES AGREEMENT

Framework Document

This Framework Document establishes standard terms and conditions for iONLINE services and is incorporated by reference into Client & Partner Agreements, Service Order Forms, and other contractual arrangements.

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MASTER SERVICES AGREEMENT

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1. Unless the context otherwise indicates, the following expressions will have the meanings given to them hereunder and cognate expressions will have corresponding meanings:
- 1.2. **“Act”** means the respective legislation governing Electronic Communications and Transactions, Protection of Confidential Information, Data Protection, Companies Acts, Safety and Security as set out in the Service Agreements of Contracting Parties in South Africa, United States of America, Australia and United Kingdom. Each Party agrees to comply with all applicable laws, regulations, and ordinances in their respective countries in performance of its obligations under this Master Services Agreement. The specific legislation relevant to the Services provided in each country must be adhered to within each jurisdiction. In case of any conflict between this Agreement and the applicable laws of a country, the laws of that country will take precedence with respect to the Services performed therein and applicable within that jurisdiction;
- 1.3. **“Addressee”** means the Party to whom any notice is given and/or any payment is made;
- 1.4. **“Affiliate”** means, with respect to either Party, any other entity which is a subsidiary or a holding company or a subsidiary of the holding company of such Party and also include a subsidiary of a subsidiary. In regard to this definition the terms "subsidiary" and "holding company" will have the meaning assigned thereto in the respective Companies Acts of the iONLINE Op Co's, but will include any foreign entity which, had it been registered in terms of that Act, would fall within the ambit of such term;
- 1.5. **“Agreement”** means this Master Services Agreement and includes a reference to all schedules and annexures which are executed in accordance with this Agreement from time to time;
- 1.6. **“Announcement”** means any press or other public announcements about the Services, the Agreement or the transactions related to it;
- 1.7. **“Business Day”** means any day other than Saturday, Sunday or a public holiday officially recognized as such in the iONLINE Op Co's;
- 1.8. **“Charges”** means MRC, NRC, Usage Fees, Decommission Fees, and any other charges payable under this Agreement;
- 1.9. **“Customer Rate Card”** or **“CRC”** refers to a pricing schedule with a detailed table outlining the costs associated with various Services and products;
- 1.10. **“Confidential Information”** means any information or data, whether disclosed orally, in writing, electronically, or by other means, that is proprietary to the Disclosing Party, identified as confidential, or reasonably understood to be confidential by its nature, including business, financial, technical, operational, or strategic information, trade secrets, and intellectual property, as further detailed in [clauses 10](#) and [clause 23](#) of this Agreement;

- 1.11. **"Contract Term"** means a 24 months period or the term of the applicable Services as set out in the applicable Service Order Form (Annexure C) or Proposal (Annexure B) that incorporates this MSA, including, where applicable, a Renewal Term. If such period is shortened or extended, the word "Term" will be deemed to refer to such period as so shortened or extended, and all provisions of this Agreement will apply until the expiration date of such extension, except as may be otherwise provided herein;
- 1.12. **"Contracting Party"** means the entity or individual that enters into an agreement that incorporates this MSA by reference with one of the iONLINE Op Co's (the Provider) thereby agreeing to the terms and conditions herein. In all cases, the Contracting Party remains fully responsible for compliance with this Agreement including but not limited to payment obligations, service usage, and where applicable, end-client management as defined in their specific customer type designation and accompanying Service Order Form. The Contracting Party is responsible for fulfilling its obligations under this Agreement and may act in one of the following capacities:
- 1.13. **"Direct Enterprise Client"**: An enterprise that purchases the Provider's Services for their own use, internal systems, or to control IoT assets utilized in their own business operations;
- 1.14. **"Referral Partner"**: A partner who introduces potential clients to the Provider, with no further involvement in the ongoing relationship between the Provider and the referred client and signed a Referral Sales Partner Agreement in addition to this MSA;
- 1.15. **"Joint Sales Partner"**: A partner who identifies new opportunities and actively participates in the relationship sales process alongside the Provider, maintaining ongoing client relationships and signed a Joint Sales Partner Agreement in addition to this MSA;
- 1.16. **"Integrator Partner"**: A customer who integrates the Provider's Services with their own devices and solutions or the makes use of the Provider devices, which they subsequently market with their own subscription services and has signed an Integrator Partner Agreement in addition to this MSA;
- 1.17. **"Reseller Partner"**: A customer who purchases the Provider's Services at wholesale rates for the purpose of rebranding and reselling to their own customer base and has signed a Reseller Partner Agreement in addition to this MSA;
- 1.18. **"Data"** means any information, including Personal Information disclosed to by either Party for the purpose of providing the Services;
- 1.19. **"Decommission Fee"** means the direct fee to decommission the respective Terminating Services as set out in the applicable Service Order Form (Annexure C) or the Proposal (Annexure B);
- 1.20. **"Disclosing Party"** means either the Provider or the Contracting Party, who discloses information to the other as the case may be;
- 1.21. **"Due Date"** means the date specified on the relevant invoice or, if no such date is specified, the last calendar working day of the month in which the month-end statement is received;
- 1.22. **"Effective Date"** means the date this framework document is published and made effective, or the date specified in the incorporating Partner Agreement or Service Order Form for that specific relationship;

- 1.23. **“End Client”** means the ultimate recipient of the products and/or Services provided by iONLINE, either directly or indirectly through the Contracting Party. The End Client may use these products and/or Services for personal or business purposes. In some cases, the End Client purchases the products and/or Services directly from the Contracting Party, while in other cases, the Contracting Party itself acts as the End Client by using the products and/or Services obtained from iONLINE for its own use;
- 1.24. **“End Client Premises”** means the location or locations occupied by the End Client;
- 1.25. **“End Client Equipment”** means equipment which is either leased or purchased and used in order to access iONLINE’s (the Provider) Services via a Network Termination Device;
- 1.26. **“Impact Study”** means the feasibility study conducted in accordance with [clause 19.5](#);
- 1.27. **“Insurances”** means any policies of insurance maintained by the Provider or the Contracting Party with respect to the Services;
- 1.28. **“Intellectual Property Rights”** means and includes:
- 1.29. Rights in and in relation to any patent, design, trade mark, trade or business name (including all goodwill associated with any trade mark, or any trade or business name), copyright, database, domain name, circuit topography design, and/or utility model, whether registered or not, and including the benefit of all registrations or applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; and
- 1.30. all other intellectual property rights and forms of protection of a similar nature or having equivalent or similar effect and which may subsist anywhere in the world as further detailed in [clause 24](#);
- 1.31. **“License”** means the electronic communications network service license issued to the Provider by the respective **International Communications Regulatory Bodies** (ICASA, ACMA, Ofcom and FCC) or any other license in the possession of the Provider which is relevant to the provision of the Services; Only applicable in territories where ISP licenses are required;
- 1.32. **“Losses”** means all losses, liabilities, damages and claims, and all related costs and expenses suffered by either Party (including legal fees, tracing and collection charges, costs of investigation, interest and penalties);
- 1.33. **“MSA”** means this **Master Service Agreement** and includes a reference to all schedules and annexures hereto including the Service Level Agreement hereto as Annexure A and applicable Proposals and Service Order Forms, Annexure B and Annexure C, which are executed in accordance with this Agreement;
- 1.34. **“Monthly Recurring Charge”** or **“MRC”** means the monthly charges for the Services as set out in the applicable Service Order Form;
- 1.35. **“Network”** means the communication network, network components and network equipment owned and/or operated by the Provider including Network Termination Devices, but does not include, End Client Premises Equipment (modems, routers etc.), or any networks or network equipment not owned or controlled by the Provider;
- 1.36. **“Network Termination Device”** or **“NTD”** means any hardware, including but not limited to routers, modems or gateways, that facilitates the connection between the Provider's IoT

Connectivity Network and the Contracting Party subject to their individual agreements or End Client's devices. The NTD may be owned either by the Contracting Party, End Client, or in specific cases, by the Provider as specified in the applicable Service Order Form. For clarity, while the Provider supplies the SIM card that enables connectivity, the NTD itself is typically owned and maintained by the Contracting Party or End Client unless explicitly stated otherwise in the Service Order Form;

- 1.37. **“Network to Network Interface”** or **“NNI”** means a point at which the Contracting Party’s network, subject to their individual agreements, and the Provider’s Network are connected for the purposes of accessing direct Services from the Providers data centre core network;
- 1.38. **“Non-Recurring Charge”** or **“NRC”** means the installation fee and or the Provider Equipment costs (or part thereof) for the Services as set out in applicable Service Order Form (Annexure C);
- 1.39. **“Operating Companies”** or **“Op Co”** refer to iONLINE operating companies responsible for managing operations in a specific geographic area, with the official details of the Op Co’s listed on the official iONLINE website, www.ionlinesp.com ;
- 1.40. **“Party”** means either the Provider or the Contracting Party, and **“Parties”** means both collectively. The term "Parties" will also be deemed to include their respective successors and permitted assignees;
- 1.41. **“Personal Information”** means any information provided by one Party to the other that includes an identifying number, symbol, email address, physical address, telephone number, or similar identifier relating to either Party or any customer of either Party. Such information is subject to protection under any applicable statutes or legislation imposing personal information and data protection requirements in the Op Co Countries from time to time;
- 1.42. **“Proposal”** means the detailed description of the nature and type of the applicable Service requested by the Contracting Party subject to their individual agreements as per Annexure B;
- 1.43. **“Product”** refers to the suite of IoT connectivity solutions and associated services designed to enable secure, seamless, and reliable communication among devices, networks, and applications. This includes, but is not limited to: telecommunications infrastructure, IoT-enabled SIM cards (e.g. FlexiSIM™), enterprise-grade private cellular connectivity solutions, aggregated cellular connectivity services, static IP SIM solutions, NB-IoT, LPWA (Low-Power Wide-Area) network options, APIs, software integrations, and end-to-end managed services;
- 1.44. **“Professional Services”** refers to services performed by iONLINE that are related to the iONLINE Services immediately prior to or during the term of the Contract, including without limitation: pre-sales and post-sales network planning, design, configuration, implementation, optimization, and managed-Services including monitoring, trouble-shooting, or support Services;
- 1.45. **“Provider Equipment”** means all hardware, network facilities, and/or telecommunication facilities and Network Termination Devices, which the Provider uses to provide the Services;
- 1.46. **“Provider”** refers to iONLINE, the connectivity service provider operating under it’s Op Co licenses in the respective Op Co countries. The Provider is responsible for delivering connectivity solutions, technical support, and network Services, including, but not limited to, the development, management, and maintenance of such Services. The Provider operates in collaboration with its global Op Co’s, with locations listed on the iONLINE website, www.ionlinesp.com;

- 1.47. **"Regulator"** means the relevant International Communications Regulatory Bodies in the respective iONLINE Op Co's, like ISPA, as well as the global regulators GSMA and ITU;
- 1.48. **"Roll Off Period"** means time between moving Agreements to another legal entity whilst keeping the service alive;
- 1.49. **"Services"** means the connectivity and professional services provided by the Provider to the Client, including, but not limited to, secure data transmission over the iONLINE global network, access to related platforms as described in the applicable Proposal, Annexure B, Service Order Forms, Annexure C, or additional agreements. "Services" also encompass any ancillary professional services, configurations, or support as determined by the Provider;
- 1.50. **"Service Order Form"** refers to Annexure C, through which the Contracting Party, subject to their individual agreements, accepts a quotation for Services. It outlines the details of the requested Services, including data bundles, SIM cards, connectivity profiles, and other value-added Services, along with the applicable MRC and NRC fees, contract term, service levels, and charges payable;
- 1.51. **"Service Credits"** means credits due to the Contracting Party subject to their individual agreements for unscheduled Service Downtime or failure to meet Service Levels, calculated in accordance with the applicable Service Level Agreement (Annexure A) for each Op Co;
- 1.52. **"Service Level Agreement" or "SLA"** means the operational document governing service levels, support procedures, and performance metrics for Services provided under this Agreement, which may be updated from time to time and is maintained as a separate document referenced in this Agreement;
- 1.53. **"Service Commencement Date"** means the date on the Service Handover Form;
- 1.54. **"Service Handover Form" or "SHF"** means the completion or delivery form provided by the Provider to the Contracting Party, subject to their individual agreements, after the Provider has completed installation and testing of a Service;
- 1.55. **"Service Levels"** means the levels of service required in relation to the provision by the Provider of the Services as set out in the Service Level Agreement (Annexure A);
- 1.56. **"Termination Date"** means the date upon which this Agreement, or the applicable Terminating Services, as the case may be, terminates for any reason whatsoever;
- 1.57. **"VAR"** means Value Added Reseller;
- 1.58. **"Brand Guidelines"** means the policies issued by iONLINE regarding the usage of branding and trademarks by Partners;
- 1.59. **"Forecast"** means Partner's obligation to provide Service demand forecasts periodically to ensure adequate service availability;
- 1.60. **"CentralFlex Management Platform"** means the proprietary iONLINE platform provided to Integrator Partners for managing connected devices data usage, and performance metrics;
- 1.61. **"API"** means Application Programming Interfaces provided by iONLINE to facilitate integration between the Integrator Partner's systems and iONLINE's global network management platforms.

Interpretations

- 1.62. In this Agreement, unless the context indicates otherwise:
- 1.63. any gender includes the other gender;
- 1.64. a natural person includes a juristic person and vice versa;
- 1.65. the singular includes the plural and vice versa;
- 1.66. headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.67. Agreement Structure:
- 1.68. This Agreement constitutes the terms and conditions under which the Provider will provide the Services to the Contracting Party, subject to their individual agreements, upon the execution of a Service Order Form (Annexure C) under this Agreement.
- 1.69. Service Order Forms (Annexure C) may be issued from time to time by mutual Agreement between the Parties, as authorized in terms of the Contracting Party's delegation of authority. Such Service Order Forms (Annexure C) will constitute individual Service Order Forms under and in terms of this Agreement.
- 1.70. Order of Precedence- Conflict:
 - 1.70.1. Any conflict between this Agreement, the Proposal (Annexure B), and any Service Order Form (Annexure C) will be resolved in accordance with the following order of precedence:
 - 1.70.2. For conflicts related to *financial issues* specific to the Provider's Services:
 - 1.70.2.1. the Service Order Form (Annexure C);
 - 1.70.2.2. the Proposal (Annexure B); and
 - 1.70.2.3. the Agreement.
 - 1.70.3. For conflicts related to *technical or service level issues* specific to the Provider's Services:
 - 1.70.3.1. the Service Level Agreement (Annexure A);
 - 1.70.3.2. the Service Order Form (Annexure C); and
 - 1.70.3.3. the Proposal (Annexure B).
 - 1.70.4. For all other conflicts:
 - 1.70.4.1. the Agreement;
 - 1.70.4.2. the Service Level Agreement (Annexure A);
 - 1.70.4.3. the Proposal (Annexure B); and
 - 1.70.4.4. the Service Order Form (Annexure C).
- 1.71. Any conflicts within this Agreement will be resolved by reference to clause 1.43. The Parties agree that the terms of any one Service Order Form (Annexure C) will not apply to any other Service Order Forms (Annexure C).
- 1.72. **Survival of Terms:** The expiration or termination of this Agreement will not affect any provisions expressly stated to survive such expiration or termination, or those which, by their nature, must necessarily continue to have effect, notwithstanding that the clauses themselves may not explicitly provide for this.

- 1.73. **Construction:** The rule of construction that this Agreement will be interpreted against the Party responsible for the drafting or preparation of this Agreement, will not apply.
- 1.74. **Legislative References:** Any reference to a law is to that law as at the Effective Date and as amended or re-enacted from time to time, and it will include the respective legislation and ordinances, as per clauses 1.64 and [clause 26](#) of this Agreement, within the jurisdiction of the iONLINE Op Co's.
- 1.75. **Time Calculations:** When any number of days is prescribed in this Agreement, same will be reckoned exclusive of the first day and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day will be the next succeeding Business Day.
- 1.76. **Calendar References:** Reference to calendar day/s, month/s or year/s will be construed as Gregorian calendar day/s, month/s or year/s.
- 1.77. **Legal Framework:** A law will be construed as any law (including common law) or statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any legislative measure of any government, local government, statutory or regulatory body or court that is enforceable within the jurisdiction of the iONLINE Op Co Countries.
- 1.78. **"IoT Connectivity Network"** means the Internet of Things Connectivity Network owned, managed and maintained by the Provider.

2. FRAMEWORK DOCUMENT STATUS

2.1. THIS MSA APPLIES TO RELATIONSHIPS BETWEEN:

- 2.1.1. iONLINE Operating Companies, being legal entities duly registered under the laws of their respective jurisdictions with their principal places of business as defined in the applicable Partner Agreement or Service Order Form ("Provider" or "Op Co"); and Any entity or individual that enters into a Partner Agreement, Service Order Form, or other agreement that incorporates this MSA by reference ("Contracting Party").

2.2. INCORPORATION BY REFERENCE

- 2.2.1. This MSA becomes binding upon any Contracting Party when:
- 2.2.2. They execute a Partner Agreement, Service Order Form, or other agreement that specifically incorporates this MSA by reference; or
- 2.2.3. They accept services under terms that reference this MSA; or
- 2.2.4. They acknowledge acceptance of this MSA through iONLINE's service provisioning process.
- 2.2.5. By accepting services or executing agreements that incorporate this MSA, the Contracting Party agrees to be bound by all terms and conditions contained herein as if they had directly signed this MSA.

2.3. FRAMEWORK INTRODUCTION

- 2.3.1. Under the framework established by this MSA, Contracting Parties may engage with the Provider in various capacities as defined in their specific Partner Agreement or Service Order Form. The Provider undertakes to provide Services in accordance with the terms and

conditions contained in this MSA, as supplemented by the specific terms in the incorporating agreement.

3. INTRODUCTION

- 3.1. The Contracting Party, subject to their individual agreements, hereby appoints the Provider to provide the Services, subject to the terms and conditions contained in this Agreement, which appointment the Provider hereby accepts.
- 3.2. The Provider will be entitled to appoint any of its Affiliates to provide the Services, provided that the Provider will be and remain liable with such appointee for the due and proper performance by it of all of its duties, functions and obligations under this Agreement.
- 3.3. The Contracting Party may appoint any of its subsidiaries or affiliated entities to resell or otherwise facilitate the provision of Services, subject to prior written approval from the Provider. The following conditions apply:
 - 3.3.1. the Contracting Party will remain jointly and severally liable for the due and proper performance of all duties, functions, and obligations under this Agreement by the appointed subsidiary or affiliate;
 - 3.3.2. if the appointed subsidiary or affiliate is authorized to resell the Services, it may be billed directly by the Provider upon mutual Agreement;
 - 3.3.3. for Contracting Parties who act as Joint Sales Partners or Referral Partners, this provision does not extend to appointing subsidiaries or affiliates, as their role does not include resale or billing responsibilities.
- 3.4. The Provider undertakes to treat the Contracting Party equitably in comparison to other similarly situated contracting Parties, ensuring that pricing, terms, and conditions are aligned with the specific role and responsibilities of the Contracting Party under this Agreement. Variations in pricing or terms may apply based on the nature of the Contracting Party's role (e.g., Referral Partner, Reseller Partner, Joint Sales Partner, Direct Enterprise Client, or Integrator Partner) and the corresponding level of Services, support, and obligations provided by the Provider.
- 3.5. In all cases, nothing in this Agreement creates a legal partnership, joint venture, agency, or employer-employee relationship between the Provider and any Contracting Party, except as explicitly outlined in this Agreement or its annexures.
- 3.6. The Contracting Party will in all its dealings with regard to the use of the Provider's Services make it clear to its's users or End Clients that it is acting on its own account and not as an agent of the Provider.

4. FRAMEWORK EFFECTIVENESS AND APPLICATION

- 4.1. Framework Document Effectiveness
 - 4.1.1. This MSA Framework Document is effective as of the date published and remains in effect until superseded by a newer version. Updates to this framework will be published with appropriate notice to existing Contracting Parties.
- 4.2. Individual Agreement Terms

4.2.1. When this MSA is incorporated by reference into a Partner Agreement or Service Order Form, the specific agreement terms govern:

- 4.2.1.1. Commencement dates for that particular relationship
- 4.2.1.2. Contract duration and renewal provisions
- 4.2.1.3. Termination procedures specific to that agreement

4.3. Default Term Structure

4.3.1. Unless otherwise specified in the incorporating agreement, relationships governed by this MSA will have:

- 4.3.1.1. A minimum initial term of 24 (twenty-four) months
- 4.3.1.2. Automatic renewal for successive 24-month periods unless terminated per the incorporating agreement
- 4.3.1.3. Service commencement based on the Service Commencement Date specified in the applicable Service Order Form or Partner Agreement

4.4. Service Activation

The commencement of Services will be governed by each individual Service Order Form or Partner Agreement that incorporates this MSA. Services become effective from the Service Commencement Date specified in such incorporating documents, subject to completion of any technical provisioning requirements.

5. PROVISION OF SERVICES

5.1. Service Framework

Contracting Parties that incorporate this MSA may purchase Services from the Provider pursuant to the terms of this framework and their specific incorporating agreement.

5.2. Service Order Forms

- 5.2.1. Each Service provided by the Provider will be detailed in a Service Order Form, to be agreed upon between the Provider and the Contracting Party.
- 5.2.2. Service Order Forms constitute binding agreements subject to and governed by this MSA framework and the incorporating Partner Agreement.
- 5.2.3. Where conflicts exist between this MSA, the Partner Agreement, and a Service Order Form, the order of precedence is: (1) Service Order Form, (2) Partner Agreement, (3) MSA Framework.

5.3. Service Commitment

- 5.3.1. The Provider undertakes to supply Services as requested by Contracting Parties, in accordance with the terms and conditions of this MSA framework and applicable Service Order Forms.
- 5.3.2. Contracting Parties will obtain Services from the Provider in accordance with this MSA, applicable proposals, and executed Service Order Forms.

5.3.3. The Provider is not committed to supply Services until a Service Order Form has been properly executed for the required Services.

5.4. Service Delivery Standards

5.4.1. In providing Services, the Provider reserves the right to utilize any technology available that it considers most suitable and reasonable to deliver Services to similar standards, unless specific technology requirements are stated in the applicable Service Order Form.

5.4.2. Services will be used by Contracting Parties in accordance with the terms and conditions of this MSA framework and their specific incorporating agreement.

6. FEES AND CHARGES

6.1. The Contracting Party, subject to their individual agreements, will pay to the Provider the fees and/or charges agreed between the Parties in terms of each Service Order Form and or Proposal on or before the Due Date without any set off or other deduction, including, without derogating from the generality of the foregoing, all and any taxes as may be imposed on the Contracting Party, subject to their individual agreements.

6.2. Unless expressly stated to the contrary, all fees and/or charges specified in any Service Order Form will be exclusive of added tax, which will be calculated and levied in accordance with the applicable legislation of the respective jurisdictions of the Op Co countries. Additionally, the Contracting Party, subject to their individual agreements, will bear sole responsibility for the payment of any other taxes, levies or duties arising out of or in connection with this Agreement.

6.3. Payment will be made by the Contracting Party, subject to their individual agreements, to the Provider by means of direct debit where available and or electronic funds transfer into the bank account advised by the Provider in writing to the Contracting Party for this purpose set out below.

6.4. Payment Instructions and Bank Details:

6.4.1. All payments will be made to the bank account of the specific iONLINE Op Co that issues the invoice;

6.4.2. complete banking details for payment will be provided on each invoice issued by the relevant iONLINE Op Co.

6.4.3. The Contracting Party, subject to their individual agreements, will:

6.4.3.1. use only the banking details provided on the official invoice;

6.4.3.2. include the invoice number as payment reference;

6.4.3.3. make payment in the currency specified on the invoice.

6.4.4. Any changes to payment instructions or banking details:

6.4.4.1. must be communicated by the Provider through official channels in writing;

6.4.4.2. will take effect from the date specified in such communication;

6.4.4.3. must be verified by the Contracting Party, subject to their individual agreements, through established verification channels.

6.4.5. Payment Timing:

- 6.4.5.1. payments are due on the date specified on the invoice;
- 6.4.5.2. if any payment due date falls on a non-Business Day, such payment will be due on the immediately preceding Business Day;
- 6.4.5.3. no adjustments will be made to the payment amount for early payment due to Business Day requirements.

6.5. Charges or fees for the provision of the Service will be paid to the Provider in accordance with the Service Order Form and is subjected to the applicable Customer Rate Card.

6.6. Service Levels and Performance:

6.6.1. Service Level Standards:

- 6.6.1.1. the Provider will measure and maintain Service performance in accordance with the Service Level Agreement, which sets forth the service levels, support procedures, and performance metrics applicable to each Service.

6.6.2. Service Credits:

- 6.6.2.1. if applicable, will be calculated as specified in the Service Level Agreement;
- 6.6.2.2. constitute the sole and exclusive remedy for Service level failures;
- 6.6.2.3. will all be applied to the next billing cycle following approval;
- 6.6.2.4. the maximum Service Credits in any calendar month will not exceed 35% of the monthly recurring charges for the affected Service.

6.6.3. Service Availability Limitations:

- 6.6.3.1. For the avoidance of doubt, the Contracting Party, subject to their individual agreements, will not be entitled to Service Credits or to terminate this Agreement with respect to Service Unavailability if such technical failure, breakdown or repair is determined by the Provider, acting reasonably, to be the result of:
 - 6.6.3.1.1. the negligence or fault of the End Client;
 - 6.6.3.1.2. failure to operate and use the Provider's or End Client NTD equipment in accordance with the Specifications or the recommendations or operation manual of the Manufacturer or the Provider;
 - 6.6.3.1.3. circumstances falling within the scope of [clause 14](#) (Force Majeure);
 - 6.6.3.1.4. where the contracting party, subject to their individual agreements, is using NTD's that have not been certified by the provider and these NTD's have caused the technical failure breakdown leading the a request for Service Credits due to service unavailability.

6.6.4. Payment Obligations:

- 6.6.4.1. The Contracting Party's, subject to their individual agreements, obligation to pay the fees and make other payments in accordance with this Agreement will be absolute and unconditional irrespective of any circumstances or contingency whatsoever including (but not limited to):

- 6.6.4.1.1. any right of set-off, counterclaim, recoupment, defence or other right which either Party may have against the other or against any person providing Services under this Agreement;
- 6.6.4.1.2. any Service unavailability or any part thereof for any reason, including, but not limited to, any loss, theft, damage or destruction of or to the Provider's equipment or any part thereof;
- 6.6.4.1.3. any insolvency, bankruptcy, reorganisation, arrangement, readjustment of Indebtedness, dissolution, liquidation or similar proceedings by or against the Provider or the Contracting Party or any other person; and
- 6.6.4.1.4. any other cause which but for this provision would or might have the effect of termination or in any way affecting any obligation of the Contracting Party hereunder.

6.6.5. Service Level Reviews:

6.6.5.1. The Provider will:

- 6.6.5.1.1. monitor and report on Service levels as specified in the Service Level Agreement;
- 6.6.5.1.2. conduct periodic Service review meetings with the Contracting Party;
- 6.6.5.1.3. provide access to Service performance reports through the support portal.

6.7. Taxes

6.7.1. The following will be for the account of The Contracting Party:

- 6.7.1.1. Sales Tax where applicable;
- 6.7.1.2. any other tax (including withholding taxes in terms of clause 6.7.2, penalties and interest on tax where applicable) which the Provider becomes obligated to pay arising directly out of this Agreement, exclusive of taxes based on the gross income of the Provider. The Contracting Party agrees that if any such taxes, penalties and interest are applicable, the amount to be paid to the Provider will be grossed up so that the Provider receives a net amount equal to that to which it would have been entitled to under this Agreement prior to the imposition of such taxes, penalties or interest; and
- 6.7.1.3. import or customs duties and charges including extraordinary duties and charges which are in excess of, or are subsequently imposed on, those then current duties and charges which are already included in the Charges as reflected in any Service Order Form or Proposal.

6.7.2. Should the Contracting Party be required to pay any withholding taxes directly to the relevant government, statutory or regulatory body in the country that the Contracting Party receives the Services, the Contracting Party will submit to the Provider copies of all and any documentation submitted to, and received from, such government, statutory or regulatory body, in relation to each payment made by the Contracting Party in terms of this Agreement in order to enable the Provider to apply for a foreign tax credit, in relation to each payment by the Contracting Party under this clause 6.7.2, from the Provider's relevant government, statutory or regulatory body.

6.7.3. In the event that the Provider's relevant government, statutory or regulatory body refuses any claim from the Provider for foreign tax credits to which the Provider is entitled under this Agreement, as a result of the foreign tax credit not being claimable or the failure by the Contracting Party to comply with the terms of the applicable government, statutory or regulatory body:

6.7.3.1. Provider will invoice the Contracting Party for the full value of the relevant claim and the Contracting Party will be obliged to make payment thereof to Provider.

6.7.4. The benefit of any reduction in any of the taxes or duties specified in clause 6.7.2 will be passed on to the Contracting Party.

6.8. Fixed Charges:

6.8.1. Subject to clauses 6.8.2 and 6.8.3, the monthly fees and Charges set out in each applicable Service Order Form will be fixed for duration of the Contract Term thereof as per latest Proposal set out hereto in Annexure B or the service order form set out in Annexure C subject to the Agreement.

6.8.2. The Provider will be entitled to adjust the monthly fees and charges on reasonable notice to the Contracting Party, subject to their individual agreements, in the event that any regulatory, government-imposed or supplier related factors impact on such fees and Charges.

6.8.3. The Provider will be entitled to adjust the monthly fees and Charges, as per the Proposal as agreed with the Contracting Party, subject to their individual agreements.

6.9. Exchange Rate Fluctuations:

6.9.1. The Contracting Party agrees to bear the risk in any variation in the exchange rate of The United States of America Dollar against the applicable foreign currency, and the Provider will be entitled to increase or reduce the amount due by the Contracting Party in respect of the Service accordingly.

6.9.2. For the purpose of determining any variance in the exchange rate, the USA/foreign currency exchange rate as published by Reuters on the relevant invoice generation date will be utilized when required and where an iONLINE Op Co currency flat rate for the applicable Services has not been agreed upon which will be detailed in Schedule B.

7. INVOICING

7.1. The Provider will invoice the Contracting Party, subject to their individual agreements, for each service provided under this Agreement starting from the service commencement date. The NRC and MRC charges will be invoiced during the first billing cycle, which occurs on or before the 10th day of the month following the service commencement date for each service. If the service commencement date for a respective service falls after the 10th day of the month, the Contracting Party, subject to their individual agreements, will be liable for a pro rata portion of the charges for that month. All ongoing MRC subscription charges will be invoiced in advance for the following month, while data usage charges will be billed in arrears. All payments will be due and payable on the last working day of the month following the date of the issued statement. Statements will be issued on or before the 10th day of each month.

- 7.2. The Provider will, in relation to all fees due under this Agreement, provide the Contracting Party, subject to their individual agreements, with a detailed monthly statement of account, together with all related tax invoices setting out the amount due and payable by the Contracting Party, subject to their individual agreements.
- 7.3. All tax invoices will be payable by the Contracting Party, subject to their individual agreements, on or before the Due Date via electronic funds transfer or direct debit collection into a banking account specified in writing by the Provider.
- 7.4. If any amount is overdue, the Contracting Party, subject to their individual agreements, will pay interest on the overdue amount at a interest rate of two percent (2%), compounded monthly in arrears and calculated on a three hundred and sixty five (365) calendar day year, and as certified by any representative of that bank whose appointment and designation it will not be necessary to prove, such interest to run from the date upon which payment of the relevant amount became due until payment thereof has been made in full (together with interest).

8. PROVIDER'S OBLIGATIONS

- 8.1. The Provider represents and warrants that:
 - 8.1.1. it is duly organized and existing under applicable laws and has all requisite power and authority to own its properties and assets, and to carry on its business as now conducted and as contemplated under this Agreement;
 - 8.1.2. it has the power and authority to execute and deliver this Agreement, and this Agreement is valid, binding and enforceable against the Provider in accordance with its terms;
- 8.2. The execution and delivery of this Agreement will not:
 - 8.2.1. require any third Party consents or approvals material to the operation of the Provider's business;
 - 8.2.2. conflict with, or result in any breach or violation of, or constitute a default under the Provider's certificate of incorporation, Bylaws or any material Agreement; or
 - 8.2.3. violate, or conflict with, any statute, law, ordinance, regulation or other requirement applicable to the Provider.
- 8.3. In providing the Services, the Provider will:
 - 8.3.1. not do, or permit to be done, anything in relation to the Services which may reasonably be expected to damage or materially interfere in any way whatsoever with the proper normal operation of the Contracting Party's network, subject to their individual agreements;
 - 8.3.2. apply reasonable endeavours to promptly bring to the Contracting Party's attention any act, failure, defect or omission on the part of the Provider or its personnel which may impact upon the delivery of the Services;
 - 8.3.3. ensure that the Services are performed in a professional manner by suitable Provider staff utilising professional standards and practices;
 - 8.3.4. comply with this Agreement and any applicable law and regulatory requirements.

- 8.4. The Provider warrants that it has obtained all necessary approvals and Licences required in relation to provision of the Services and will provide a copy of same upon written request.
- 8.5. Where the Provider is or becomes aware that there is any violation or contravention contemplated in this clause 8, it will co-operate to the extent reasonably necessary and provide the Contracting Party with the necessary information to assist in identifying, preventing or remedying or rectifying such violation or contravention.
- 8.6. The Provider will maintain contact with the Contracting Party when and if dealing and/or interacting with the Contracting Party's End Clients where applicable, subject to the Contracting Party Agreement terms and conditions.
- 8.7. The Provider will render full training and provide any and all documentation to the Contracting Party in respect of the Services where applicable.
- 8.8. **Regional Service Delivery:** The Provider delivers Services through its regional Op Co's. Details of regional operations, including support hours, contact information, and specific service delivery requirements are set forth in the Service Level Agreement.

9. CONTRACTING PARTY OBLIGATIONS AND REPRESENTATIONS

- 9.1. The Contracting Party, subject to their individual agreements, represents, warrants, and covenants that:
 - 9.1.1. **If it is a corporation**, it is duly organized and existing with all requisite power and authority to own its properties and assets, and to carry on its business as now conducted and as contemplated under this Agreement; or if it is an individual, they have the legal capacity and authority to enter into this Agreement and carry out the activities contemplated hereunder;
- 9.2. Where the Contracting Party is an individual, they warrant that:
 - 9.2.1. they are of legal age, capacity with the full delegation of authority to contract;
 - 9.2.2. they are not subject to any restrictions that would prevent them from entering into this Agreement;
 - 9.2.3. they understand they are entering into this Agreement in their personal capacity and will be personally liable for all obligations hereunder;
- 9.3. It has the power and authority to execute and deliver this Agreement, and this Agreement is valid, binding and enforceable against it, in accordance with its terms, under all applicable laws, rules and regulations;
- 9.4. The execution and delivery of this Agreement will not:
 - 9.4.1. require any third Party consents or approvals material to its business operations;
 - 9.4.2. conflict with, or result in any breach or violation of, or constitute a default under, its certificate of incorporation, Bylaws or any material Agreement or instrument to which it is bound (in the case of a corporation), or any other contractual obligations (in the case of an individual); or
 - 9.4.3. violate, or conflict with, any statute, law, ordinance, regulation or other requirement applicable to it.

- 9.5. It will ensure that all persons employed by, or who may be called upon to perform Services under this Agreement will comply with applicable law and the terms and conditions set forth herein.
- 9.6. In making use of the Services, the Contracting Party will:
- 9.6.1. comply with this Agreement and any and all applicable legislation, regulations and requirements of the country as relevant to the performance of its obligations under this Agreement;
 - 9.6.2. comply with the Provider's Acceptable Usage Policy located at www.iONLINEsp.com and use reasonable efforts to ensure that its employees, customers and/or any other persons permitted by the Contracting Party to make use of the Services, comply with such policy; and
 - 9.6.3. to the extent applicable, comply with:
 - 9.6.3.1. the site and device requirements communicated to the Contracting Party, subject to their individual agreements, prior to the use of any Network Termination Device;
 - 9.6.3.2. provider's technical specifications for any customer-owned Network Termination Devices used to access the Services;
 - 9.6.3.3. security and maintenance requirements for all Network Termination Devices, whether Provider-owned or customer-owned.
- 9.7. The Contracting Party warrants that:
- 9.7.1. it has obtained all necessary approvals required in relation to receipt of the Services and will provide a copy of same upon request;
 - 9.7.2. in the event that it procures Services, defined as "electronic communications network Services" or similar definition as per the applicable legislation, regulations, and ordinances in the Op Co Countries, for use by Parties other than the Contracting Party, it has obtained a licence under the applicable Act to supply same or is exempted from the licensing requirement, and will provide a copy thereof upon request.
- 9.8. The Contracting Party, subject to their individual agreements, will use reasonable efforts to ensure that it, its employees, Customers and/or any other persons permitted by the Contracting Party to make use of the Services, do not by any act, or omission, damage, interfere with or impede the operation of the Service or Network provided by the Provider.
- 9.9. Where the Contracting Party is, or becomes aware that there is any violation or contravention contemplated in this clause 9, it will co-operate to the extent reasonably necessary and provide the Provider with the necessary information to assist in identifying, preventing, remedying or rectifying such violation or contravention.
- 9.10. The Contracting Party, subject to their individual agreements, will ensure that the Provider has adequate access to such End Client, facilities and equipment, including office space, data processing and communication facilities reasonably required for performance of the Services or as otherwise specified in the Proposal or Service Order Form.
- 9.11. The Contracting Party will for the duration of this Agreement ensure that its personnel co-operate with the Provider and are made available to the Provider as reasonably required by the Provider where the co-operation with and availability of such personnel to the Provider is reasonably necessary and/or desirable for the effective, timeous and successful provision of the Services.

9.12. The Contracting Party, subject to their individual agreements, will:

- 9.12.1. be responsible for all usage charges incurred through its SIM cards;
- 9.12.2. promptly report any lost or stolen SIM cards to the Provider;
- 9.12.3. maintain appropriate records of SIM card deployment and usage;
- 9.12.4. ensure proper security measures are in place to prevent unauthorized SIM usage.

10. DATA PRIVACY AND PROTECTION

10.1. The Parties Will:

- 10.1.1. use their best efforts to keep Personal Information confidential and will not disclose any Personal Information to any other person except as required by law, save to the extent set out herein. The Parties grant each other the right to disclose Personal Information to their Affiliates for the purposes of providing the Services;
- 10.1.2. utilise security technologies and techniques in accordance with best industry practice for the purpose of complying with its obligations in terms of clause 10.1.1. at all times strictly comply with any applicable laws, regulation or code relating to data protection in the Op Co Countries, or other requirements enforced by any relevant industry or self-regulatory body within the above mentioned countries in the provision of the Services; and
- 10.1.3. the Parties agree that neither will, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with, or otherwise use the Data for any purpose other than providing the Services, except with the express prior written consent of the other Party;
- 10.1.4. handle all SIM card data, connectivity information, and device identifiers in accordance with applicable telecommunications regulations and industry standards.
- 10.1.5. The Parties record that all Data, in whatever form, is the Intellectual Property of the Party to which it originally belonged. Accordingly, the respective Party retains all right, title and interest in and to the Data.
- 10.1.6. The Contracting Party acknowledges that it is primarily responsible for complying with any data protection obligations imposed in terms of any applicable law, regulations and requirements, including the common law, in the jurisdictions of the respective Op Co Countries, in relation to any Personal Information and will obtain any consents necessary for the disclosure of Personal Information to the Provider for the purposes of this Agreement.
- 10.1.7. The Contracting Party will separate any Personal Information from any other Data provided to the Provider for the purpose of providing the Service and will designate the Personal Information as such before disclosing or otherwise making it available to the Provider.
- 10.1.8. The Parties will promptly notify each other of any unauthorized access to SIM management systems or misuse of connectivity services that may affect the Services under this Agreement.

10.1.9. The Provider will retain connectivity and usage data only for the period necessary to provide the Services and comply with applicable telecommunications regulations.

11. EQUIPMENT

11.1. General Equipment Responsibilities

- 11.1.1. The Contracting Party, subject to their individual agreements, will ensure that all equipment and devices, including Network Termination Devices and Provider Equipment (such as SIM cards), used to access the Services are stored securely. The Contracting Party, subject to their individual agreements, must take all reasonable steps to restrict access to the security and configuration parameters of such equipment or devices to authorized individuals actively involved in activities requiring the use of this information.
- 11.1.2. Full legal title to and ownership of the Provider's Equipment will remain vested in the Provider, to the exclusion of the Contracting Party, notwithstanding delivery of the equipment to, or its possession and use by, the End Client.
- 11.1.3. The Contracting Party, subject to their individual agreements, will bear all risks of loss, theft, damage, or destruction of the Provider's Equipment during the Term, unless the Contracting Party is acting solely as a Referral Partner or Joint Sales Partner, in which case such risks will be borne by the End Client.

11.2. Insurance

- 11.2.1. The Provider will be responsible for insuring the Product, where the Provider provides an end-to-end solution, under its standard group insurance policy.
- 11.2.2. The Contracting Party, in accordance with the terms of their individual agreements, will be solely responsible for insuring the products under its standard insurance policy. This responsibility includes, but is not limited to, coverage for theft, breakage, damage, negligence, and risks associated with cyber threats.
- 11.2.3. The insurance policy of the contracting party must provide comprehensive protection against the following:
 - 11.2.3.1. **Physical risks:** such as theft, accidental breakage, and damage to the equipment.
 - 11.2.3.2. **Operational risks:** such as negligence or improper handling resulting in equipment failure or damage.
 - 11.2.3.3. **Cyber risks:** including, but not limited to, protection against breaches of data security, unauthorized access, hacking, ransomware attacks, digital disruption, and any liability arising from the misuse of the product or its connectivity to digital ecosystems.
- 11.2.4. Where relevant, the Contracting Party's policy will also cover liabilities related to data security breaches and privacy violations, ensuring compliance with applicable laws and industry standards. Such coverage must encompass third-party claims, recovery or replacement costs, reputational harm, and operational disruptions caused by cybersecurity incidents.
- 11.2.5. The Contracting Party is required to maintain all relevant insurance policies active and adequate for the duration of the agreement or as long as the equipment provided by the

provider remains under their responsibility. The contracting party will ensure these policies align with their contractual obligations and sufficiently mitigate risks to the insured products.

11.3.Provider Equipment

- 11.3.1. All Provider Equipment, including SIM cards and other devices providing by the Provider, will be and remain the property of the Provider.
- 11.3.2. Where Provider Equipment is in the possession or under the control of the Contracting Party or its End Client, the Contracting Party agrees:
 - 11.3.2.1. not to remove or allow Provider Equipment to be removed from the Contracting Party or End Client site (except for SIM cards, which may be used freely within their intended operational scope) without the Provider's written consent;
 - 11.3.2.2. to keep the Provider Equipment in good condition;
 - 11.3.2.3. not to allow the Provider Equipment to be encumbered by operation of law or otherwise;
 - 11.3.2.4. to allow the Provider to inspect the Provider Equipment at reasonable times;
 - 11.3.2.5. to accept all risk for the Provider Equipment, taking reasonable steps to protect it from loss and/or damage;
 - 11.3.2.6. to return such Provider Equipment to the Provider when required by the Provider on the termination of the Contract Term of the applicable Services, or alternatively replace such Provider Equipment with new equipment of the same standard, quality, and specification, subject to reasonable wear and tear.

11.4.End Client Equipment

- 11.4.1. Where the Provider has not provided the NTD's, the Contracting Party, subject to their individual agreements, is responsible for the procurement, installation, and maintenance of the NTDs required to access the Provider's network, ensuring they meet the Provider's technical specifications.
- 11.4.2. The Contracting Party, subject to their individual agreements, must ensure that all their NTDs comply with applicable laws and regulations, as well as the Provider's standards and requirements, which includes but not limited to the Device Spam and Security Policy.
- 11.4.3. The Contracting Party, subject to their individual agreements, assumes all liability for any damages or losses resulting from the use, installation, or maintenance of their NTDs that do not meet the required specifications or cause harm to the Provider's network.
- 11.4.4. The Provider reserves the right to access and inspect NTDs to ensure compliance with this clause 11 and to protect the integrity of the IoT Connectivity Network.
- 11.4.5. Any new physical NTD models added to the network or updated firmware of current and new End Client NTDs must be approved and certified by the Provider in writing prior to implementation to ensure compatibility with the IoT Connectivity Network.
- 11.4.6. Upon termination of this Agreement, the Contracting Party, subject to their individual agreements, will, at their own expense, disconnect and remove all NTDs from the Provider's network and return or destroy any Provider-owned Equipment as directed.

11.4.7. The Provider may offer technical support for issues related to the NTDs' connection to the IoT Connectivity Network, subject to the terms outlined in the Provider's support policy.

12. RETAINED RESPONSIBILITIES

12.1. In connection with the Services provided by the Provider under this Agreement and any Service Order Form, the Contracting Party undertakes to provide to the Provider or retain responsibility for, as applicable, the functions and requirements listed in [clause 9](#) and in the relevant Service Description, if applicable.

12.2. The Provider's non-performance of any particular obligation under this Agreement will be excused if and to the extent such Provider's non-performance results from the Contracting Party failing to perform its retained respective responsibilities.

13. SAFETY AND SECURITY

13.1. Each Party agrees to comply with safety and security procedures notified to them by the other Party and with the requirements and in accordance with the applicable Safety and Security legislation of the respective jurisdictions of the Op Co Countries.

13.2. All access to the Contracting Party, subject to their individual agreements or End Client's sites by the Provider and its employees, agents and contractors will be subject to the terms of the Contracting Party's or the End Client's safety and security procedures, as amended from time to time.

13.3. The Parties will each at their own cost and expense take whatever steps as are necessary to procure and discharge their respective obligation and rights in terms of this Agreement and applicable laws to ensure the health, safety and security of the other Parties' employees, agents, directors, sub-contractors and members of the public.

13.4. The Contracting Party will be entitled to request the Provider to remove any employee, agent or contractor from its team if it is of the reasonable opinion that such person is a security or safety risk. Any such request will be in writing and will stipulate the reasons why the Contracting Party believes the requested removal is necessary.

14. FORCE MAJEURE

14.1. A Party will not be liable for a failure to perform any of its obligations in terms of this Agreement in so far as it is able to prove that:

14.1.1. such failure was due to an impediment beyond its reasonable control;

14.1.2. it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and

14.1.3. it could not reasonably have avoided or overcome the impediment or at least its effects and, for purposes of this clause 14, the following events (which enumeration is not exhaustive) will be deemed to be impediments beyond the control of each of the Parties, namely:

- 14.1.4. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage, state-sponsored cyber warfare, or large-scale cyber attacks affecting critical infrastructure;
 - 14.1.5. natural disasters such as violent storms, cyclones, earthquakes, floods, destruction by lightning, or any other severe environmental events that materially impact service delivery;
 - 14.1.6. health and safety hazards such as lightning, power outages, rain, or at night time where they do not have access to the Contracting Party or End Client's site as well as a client's power outage, global health emergencies, epidemics, pandemics, or large-scale quarantine restrictions affecting service delivery;
 - 14.1.7. acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed risk, including but not limited to emergency regulatory changes affecting service delivery, mandatory system shutdowns due to security threats, or sudden changes in international data protection laws requiring immediate service modifications;
 - 14.1.8. technological impediments including but not limited to widespread cybersecurity incidents, ransomware attacks causing system-wide disruptions, critical software system failures, major cloud service provider outages, telecommunications infrastructure failures, global internet backbone disruptions, or systematic failure of critical systems that materially affect service delivery.
- 14.2. Subject to the backup and ancillary power supply capacity as set out in the Service Level Agreement, will include unsustainable or continuous power outages resulting from Power Utility Companies or any government utilities inability to supply power to the applicable End Client or any part of the Provider's or the Contracting Party's telecommunication Network, subject to their individual agreements, including cascading infrastructure failures affecting multiple service regions.
- 14.3. Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, major supply chain disruptions affecting equipment or service delivery, or any circumstances of like or different nature beyond the reasonable control of the Party so failing ("force majeure event"), will not be deemed to be a breach of this Agreement nor will it subject either Party to any liability to the other.
- 14.4. Should either Party be prevented from carrying out its contractual obligations as a result of a force majeure event lasting continuously for a period of 30 (thirty) days, either Party will be entitled, after due consultation with the other Party in an effort to come to a mutually acceptable arrangement, to terminate this Agreement on written notice to the other Party, without liability. During this period, the affected Party will implement available disaster recovery procedures and activate business continuity plans where applicable.
- 14.5. Relief from liability for non-performance by reason of the provisions of this clause 14 will commence on the date on which the Party seeking relief gives notice of the impediment relied upon and will terminate upon the date on which such impediment ceases to exist, provided that if the impediment continues for a period of more than 30 (thirty) consecutive calendar days, the other Party will be entitled to terminate those Services affected by such event by written notice

to the Party seeking relief. The Party seeking relief will provide regular updates on mitigation efforts and document all force majeure related impacts throughout the duration of the event.

- 14.6. For clarity, a Force Majeure event must directly impact or prevent the delivery or use of the Services provided under this Agreement. Events affecting other parts of a Party's business operations that do not materially impact the Services covered by this Agreement will not constitute Force Majeure events for the purposes of this Agreement. The Party claiming Force Majeure must demonstrate a direct causal link between the event and their inability to perform their obligations specifically related to the Services under this Agreement.

15. LIMITATION OF LIABILITY

- 15.1. The parties agree that any liability to the other party for losses hereunder will be limited to direct damages.
- 15.2. Without in any way limiting or derogating from the provisions of clause 15.1, the parties agree that, the total amount of either party's liability arising out of the performance of its obligations under and in terms of this agreement and whether in contract, delict, breach of statutory duty or otherwise, will be limited to the total fees paid by the other party under this Agreement for the Services giving rise to the liability in the preceding twelve (12) month period.
- 15.3. The total amount referred to in clause 15.2 above does not include any Charges for Services other than those within the agreed Service Order Form rendered payable by the Contracting Party, subject to their individual agreements, to the Provider and excludes unused data bundles.
- 15.4. Notwithstanding anything to the contrary in this Agreement, the Parties agree that they will not under any circumstances be liable to one another for any Losses which are regarded in law as indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to lost business profits, loss of goodwill, or the loss, damage or destruction of data, which damages arise out of or in connection with this Agreement, in accordance with applicable legislation of the respective jurisdictions.
- 15.5. Without limiting the provisions of this clause 15, the Provider will not be liable to the Contracting Party, subject to their individual agreements, for:
- 15.5.1. the failure of the Provider to supply and/or deliver any Services and/or provide installation of any equipment on a specified date unless such date has been agreed to in writing and such failure is solely attributable to the Provider. The recourse available to the Contracting Party will be limited to Service Credits, for such Service as set out in the applicable Proposal or service order form; and/or
 - 15.5.2. the interruption, suspension or termination of the Services for reasons falling within the ambit of [clause 14](#) (Force Majeure); and/or
 - 15.5.3. any costs arising from unauthorised access to and/or use of any equipment or devices, including Provider, Contracting Party Premises, or End Client equipment used by the Contracting Party or its End Client to access the Services by the Contracting Party or any third Party acting on behalf of the Contracting Party or the End Client; and/or
 - 15.5.4. loss or damage arising as a result of lost, damaged or corrupted data due to reasons that are not attributable to the Provider.

16. INDEMNITY

16.1. Mutual Indemnification: Each Party (the "Indemnifying Party") indemnifies and holds the other Party, its stockholders, officers, directors, employees, Referral Partners, and Joint Sales Partners (collectively the "Indemnified Party") harmless from any and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising from the Indemnifying Party's:

16.1.1. fraud;

16.1.2. material misrepresentation;

16.1.3. gross negligence;

16.1.4. intentional misconduct;

16.1.5. breach of any of the representations, warranties, or covenants set forth in this Agreement;

16.2. Additional Contracting Party Obligations: In addition to the obligations under clause 16.1, where the Contracting Party acts as an Integrator Customer, Reseller Customer, or has End Clients, the Contracting Party further indemnifies and holds the Provider harmless from any and all loss, cost, damage, expense or liability arising from:

16.2.1. the Contracting Party's failure to include, in its Agreement with its End Clients, an indemnity in favor of the Provider that indemnifies the Provider to the same extent as the Contracting Party is indemnified by the End Client;

16.2.2. any breach by the End Client of its obligations under its Agreement with the Contracting Party, where such breach directly or indirectly affects the Provider;

16.2.3. any claims or losses resulting from the interruption, suspension, or termination of Services due to reasons falling within the ambit of [clause 14](#) (force majeure), where such interruption impacts the End Client's use of the Services;

16.2.4. any actions or omissions by the End Client or any third Party acting on its behalf that result in unauthorized access to or misuse of Provider Equipment, Network Termination Devices, or related systems;

16.2.5. any claims arising from the Contracting Party's rebranding, resale, or integration of the Services into their own solutions.

16.3. Indemnification Procedures: The indemnifications under this clause 16.3 are subject to the following conditions:

16.3.1. the Indemnified Party will give the Indemnifying Party prompt written notice of any claim;

16.3.2. the Indemnifying Party is given the opportunity to control the defense and settlement of any suit or claim indemnified hereunder; and

16.3.3. the Indemnified Party reasonably cooperates in the defense and settlement thereof.

17. SUSPENSION OF SERVICES

- 17.1. The Provider may, with 30 (thirty) calendar days prior written notice, lawfully suspend all or part of any Service until further notice to the Contracting Party if:
- 17.1.1. the continued provision of the Service will cause the Provider to breach an applicable law, regulations and or requirements of the respective jurisdictions of the Op Co Countries or be in contravention of its Licences;
 - 17.1.2. the Contracting Party is in breach of any material provision of this Agreement or fails to remedy any breach of this Agreement and such breach remains not remedied in terms of [clause 18.3](#); or
 - 17.1.3. any overdue and undisputed tax invoice for Charges billed by the Provider to the Contracting Party, subject to their individual agreements, remains unpaid. It is recorded that any overdue and disputed tax invoice will be resolved in accordance with [clause 22](#) (Dispute Resolution) and not subject to clause 17.
- 17.2. The exercise of the Providers right to suspend the Services under this clause 17 is without prejudice to any other remedy available to the Provider under the Agreement and does not constitute a waiver of the Providers right to subsequently terminate the Agreement.
- 17.3. Where the Provider has suspended the Services in terms of clause 17.1.1 or 17.1.2, and the Contracting Party has remedied the applicable breach to the reasonable satisfaction of the Provider, the Provider may not unreasonably refuse to reconnect the Services within six (6) days of such remedy.

18. TERMINATION

- 18.1. Termination Without Cause. Either Party may terminate this Agreement without cause by providing ninety (90) days' written notice to the other Party, subject to the provisions of [Clause 20](#) (Effects of Early Termination) and [Clause 21](#) (Early Termination) of this MSA.
- 18.2. Termination for Cause. Without prejudice to any rights and remedies that may have accrued, either Party may terminate this Agreement with immediate effect upon written notice if the other Party:
- 18.2.1. ceases to trade (either in whole, or as to any part involved in the performance of this Agreement); or
 - 18.2.2. has a court order issued against it placing it under final liquidation. For the avoidance of doubt, where a Party is undergoing a business rescue/administration process in accordance with applicable laws, and for so long as that Party is still complying with its obligations under this Agreement, the other Party may not terminate the Agreement under this clause.
- 18.3. Termination for Breach. Either Party will be entitled to terminate this Agreement if the other Party commits a material breach of any terms of the Agreement and fails to remedy such breach within thirty (30) days of receiving written notice that details the breach and demands it be remedied.
- 18.4. Service Level Related Termination.
- 18.4.1. Material SLA Breach: The Contracting Party may terminate this Agreement if the Provider:

- 18.4.1.1. fails to meet Priority 1 incident response times for three consecutive months as specified in the Service Level Agreement;
 - 18.4.1.2. fails to achieve Service availability targets for three consecutive months; or
 - 18.4.1.3. repeatedly fails to provide support during defined Support Hours, provided that such failures are not attributable to Force Majeure events, are not caused by the Contracting Party or End Client's actions or omissions, and the remediation process in [clause 18.4.2](#) has been followed.
- 18.4.2. Remediation Process: Prior to exercising termination rights under [clause 18.4.1](#), the Contracting Party must:
- 18.4.2.1. provide written notice specifying the material SLA breaches;
 - 18.4.2.2. allow the Provider thirty (30) days to remedy such breaches;
 - 18.4.2.3. follow the escalation process specified in the Service Level Agreement;
 - 18.4.2.4. acknowledge that Service Credits will continue to accrue during the remediation period.
- 18.4.3. Effect of SLA Breaches:
- 18.4.3.1. Individual SLA breaches do not constitute a material breach of this Agreement unless they meet the criteria in [clause 18.4.1](#).
 - 18.4.3.2. Service Credits remain the primary remedy for non-material SLA breaches.
 - 18.4.3.3. Any Service Credits accrued prior to termination remain payable.
 - 18.4.3.4. Termination under this [clause 18.4](#) is without prejudice to any rights accrued prior to termination.

19. SERVICE VARIATIONS

19.1. Modifications by iONLINE

- 19.1.1. iONLINE reserves the right, in its sole discretion and without liability to the Contracting Party or any third party, to modify, update, or vary the specifications, scope, or features of the iONLINE Services.
- 19.1.2. In the event of material modifications to the marketed features of iONLINE Services, iONLINE will notify the Contracting Party as soon as reasonably possible.
- 19.1.3. Upon receiving notice of such changes, the Contracting Party will update any relevant marketing materials promptly, inform prospective or current End Clients as necessary, and adapt its business efforts accordingly.

19.2. Partner-Initiated Variations

- 19.2.1. If the Contracting Party wishes to make a change, modification, or adjustment to any element of any Service, they must submit a written change request to iONLINE, detailing the specifics of the proposed change.
- 19.2.2. iONLINE will evaluate the feasibility, cost implications, and impact of the proposed change and provide the Contracting Party with an Impact Study for review.

19.2.3. If the Contracting Party decides to proceed with the requested change after reviewing the Impact Study, they must provide written confirmation instructing iONLINE to implement the changes. The Parties acknowledge that the Agreement will be deemed amended accordingly, subject to any applicable Service Order Forms.

19.2.4. If the Parties cannot reach mutual agreement on the proposed change, no modification will be implemented.

19.3.No Guarantee of Service Continuity

19.3.1. iONLINE does not guarantee the continued availability of any specific iONLINE Service feature, configuration, or solution, regardless of previous marketing by either Party.

20. EFFECTS OF EARLY TERMINATION

20.1.Termination of this Agreement will not affect the rights and obligations of the Parties accruing prior to the date of termination nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

20.2.From the date of any notice of termination to the expiry of the notice period, the Parties will continue in good faith to comply with the terms of this Agreement. Subject to [clause 21](#), upon termination of this Agreement:

20.2.1. all sums properly due from one Party to the other will become immediately payable;

20.2.2. all rights of the Contracting Party, subject to their individual agreements, to purchase the Provider Services pursuant to this Agreement will end immediately and the Contracting Party will cease immediately to make available the Contracting Party's Services or to promote, sell, distribute, or make available SIM cards, for the Services;

20.2.3. all items under the Contracting Party's control which belong to the Provider will, at the Provider's request, be returned to the Provider or destroyed;

20.2.4. all items under the Provider's control which belong to the Contracting Party will, at the Contracting Party's request, be returned to the Contracting Party or destroyed;

20.2.5. all numbers allocated to the Contracting Party and not allocated to the Contracting Party's End Clients will revert to the Provider and all SIM cards which have not been allocated to the Contracting Party's End Clients will be immediately returned to the Provider;

20.2.6. the Parties will work together to, as far as possible, avoid any disruption of service to the Contracting Party's End Clients.

20.3.Roll Off Period.

20.3.1. Upon the expiry or termination of this Agreement pursuant to [clause 20](#), or in the event of the Provider's insolvency (provided that the Contracting Party, subject to their individual agreements, is not in default of any of its payment obligations under this Agreement), the Provider will, subject to technical and commercial restrictions, and at the Contracting Party's request, cooperate to ensure an orderly transfer of the Services to a new service provider. Such cooperation is intended to enable the Contracting Party to replace the Services with wholesale Services from another network operator and to maintain the

uninterrupted provision of Services to the Contracting Party's End Client during the interim period (the "Roll Off Period").

20.3.2. The Parties agree that any costs or expenses reasonably incurred by the Provider during the Roll Off Period will be covered by the Contracting Party, provided that the Provider submits a prior cost estimate.

20.3.3. Roll Off Period Planning. Where the Contracting Party, subject to their individual agreements, requests the Provider to provide Termination Services under [clause 20.3](#) above, the Parties will, no later than 2 (two) months prior to the commencement of the Roll Off Period, meet to agree in good faith to a timetable for the provision of the Termination Services, which timetable will:

20.3.3.1. be completed no later than six (6) weeks thereafter;

20.3.3.2. provide that the Termination Services will be completed by the end of the Roll Off Period.

20.4. Provider Obligations During Roll Off Period. During the Roll Off Period the Provider will act in good faith and use its reasonable endeavours to assist the Contracting Party, subject to their individual agreements, with such transfer, subject to the provisions of this [clause 20.4](#):

20.4.1. the Provider will continue to provide the Services under the terms of this Agreement and for the Charges and Services agreed upon by the Contracting Party;

20.4.2. the Provider will have no obligation to connect new Contracting Party's End Clients to the Network;

20.4.3. all provisions of this Agreement will continue in force and will be construed accordingly.

20.5. Termination Services Payment. The Provider will provide the Termination Services in consideration of additional payment by the Contracting Party, subject to their individual agreements, which will be agreed between the Parties in accordance with the provisions set out.

20.6. Right of First Refusal. During any applicable Roll Off Period, the Contracting Party will, acting reasonably and in good faith, provide the Provider with the first opportunity and a reasonable time period to negotiate terms and conditions for a new or extended Agreement before engaging with alternative service Providers.

21. EARLY TERMINATION

21.1. Unless stated to the contrary in the relevant Proposal or Service Order Form, the termination fee will be calculated on the outstanding fees and charges for each of the Services as at the Termination Date and will be determined as follows:

21.1.1. in the event that the Services are terminated prior to the Service Commencement Date thereof (service handover form), the Contracting Party, subject to their individual agreements, will be liable for an amount equal to the full NRC, the Decommission Costs where applicable, plus six (6) months of the MRC;

21.1.2. in the event that the Terminating Services are terminated subsequent to the Service Commencement Date thereof, the Contracting Party, subject to their individual agreements, will be liable for an amount equal to any unpaid NRC and 100% of the MRC for the remainder of the Contract Term of the service. Furthermore, if the contract term is

greater than 12 (twelve) months, this liability will still apply to the Contracting Party, subject to their individual agreements, for any unpaid NRC and 100% of the MRC for the remainder of the contract term specified on the Proposal or Service Order Forms.

21.2.The Contracting Party, subject to their individual agreements, will also be liable for the Decommission Fee and any applicable Decommission Costs (where applicable)

21.3.The amounts referred to in [clause 21.1](#) will be in addition to all fees and charges payable in the ordinary course of business in respect of the applicable Service Order Form for the Terminating Services, plus any other Services that continue unchanged, as at the Termination Date.

21.4.The Contracting Party, subject to their individual agreements, will be obliged to pay the termination fee as calculated above, in full within 30 (thirty) days Of Termination Date or arrange an interest-bearing payment plan with the Provider subject to the relevant legislation as per Op Co Countries jurisdictions.

22. DISPUTE RESOLUTION

Proof of Claims or Disputes.

22.1.In the event of any dispute arising between the Parties under this Agreement or any Service, the Parties will act in good faith to attempt to settle the dispute through discussions between senior representatives (which may include the respective CEOs or their nominees) of the Parties within 30 (Thirty) calendar days of a Party giving the other Party notice of the issue in dispute.

22.2.Each Party will bear the responsibility of providing sufficient proof to support its claims, defenses, or actions under this Agreement. The Party invoking a particular clause or raising a dispute must establish sufficient facts to support such invocation or dispute. Unless expressly stated otherwise in this Agreement, the burden of proof will rest with the Party alleging non-performance, breach, or entitlement to remedies.

22.3.Any dispute which cannot be resolved by the Parties within the 30 (Thirty) calendar day period, as provided in clause 22.1, will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules; provided that for disputes involving amounts exceeding USD 5 million, three arbitrators will be appointed unless the Parties agree otherwise. The seat of arbitration will be Nashville, Tennessee, USA, and the language of the arbitration will be English. The award of the arbitrator(s) will be final and binding on both Parties.

22.4.Each Party expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency, and irrevocably authorizes the other to apply, on behalf of the Parties, in writing, to the ICC for any such arbitration to be conducted on an urgent basis.

22.5.Notwithstanding the provisions of clauses 22.1 to 22.3, either Party will have the right to seek relief by way of interim relief from any court of competent jurisdiction, pending the outcome of the arbitration or at any time.

22.6.Exceptions for Legal Proceedings.

22.6.1. Notwithstanding clause 22, either Party retains the right to initiate legal proceedings in a court of competent jurisdiction in the following circumstances:

22.6.2. cases involving fraud, material misrepresentation, willful misconduct or gross negligence;

- 22.6.3. non-payment of undisputed amounts under this Agreement;
- 22.6.4. enforcement of arbitration awards or interim relief orders; or
- 22.6.5. any other statutory or regulatory obligation requiring court involvement, including intellectual property infringement or urgent equitable remedies.
- 22.7. Any arbitration in terms of clause 22 (including any appeal proceedings) will be conducted in camera and the Parties will treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 22.8. This clause 22 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 22.9. The arbitration proceedings will be governed by and conducted in accordance with the ICC Rules of Arbitration. For matters relating to Services provided in an Op Co country, the substantive laws of that Op Co country will apply to those specific Services. For matters affecting the Agreement as a whole, the substantive laws of Tennessee, USA will apply.
- 22.10. Unless otherwise agreed in writing, the Parties will continue to perform their respective obligations under this Agreement during any arbitration proceedings.

23. CONFIDENTIALITY

- 23.1. Confidential Information will not include information which:
 - 23.1.1. at the time of disclosure was already in the public domain;
 - 23.1.2. subsequent to disclosure is made public through no fault of the Receiving Party;
 - 23.1.3. was lawfully in the Receiving Party's possession prior to disclosure;
 - 23.1.4. is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
 - 23.1.5. lawfully received from a third Party who is not known to be subject to confidentiality obligations regarding such information.
- 23.2. Subject to clauses 23.3 to 23.5, and read in conjunction with the mutual NDA (if applicable), each Party must:
 - 23.2.1. protect the Confidential Information with the same level of care as used for its own Confidential Information;
 - 23.2.2. only use the Disclosing Party's Confidential Information for purposes of this Agreement;
 - 23.2.3. take reasonable steps to ensure employees and representatives accessing Confidential Information understand its confidential nature; and
 - 23.2.4. not make any announcements or issue press releases about this Agreement or related transactions without the prior consent of the other Party.
- 23.3. A Receiving Party may disclose the Confidential Information of the Disclosing Party to employees, contractors, or professional advisers of the Receiving Party or its affiliates, provided such individuals:
 - 23.3.1. access to the information in relation to the Services; and

23.3.2. bound by confidentiality obligations.

23.4. Party may disclose Confidential Information if required by applicable law, provided that:

23.4.1. the Receiving Party consults with the Disclosing Party prior to disclosure; and

23.4.2. the disclosure is limited to what is legally necessary.

23.5. Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party must:

23.5.1. destroy all copies of Confidential Information in its possession; and

23.5.2. delete or destroy any copies of such information stored electronically.

23.6. The obligations under this clause 23 will survive termination of this Agreement for two (2) years, except where required beyond two (2) years to protect trade secrets contained within the Confidential Information.

24. INTELLECTUAL PROPERTY RIGHTS

24.1. Nothing contained in this Agreement will be construed to confer or be deemed to confer on either Party the intellectual property rights of the other Party. Each Party acknowledges and agrees that all intellectual property rights owned by the other Party will remain the exclusive property of that Party.

24.2. Each Party indemnifies the other Party against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement, passing-off and/or unlawful competition in relation to any patent, trade secret, copyright, trademark, service mark, trade name or similar proprietary right of any third Party, which claim arises directly or indirectly out of the unlawful and/or unauthorised use by a Party of the intellectual property rights of the other Party.

24.3. Use of name and trademarks

24.3.1. For the term of this Agreement, each Party grants the other Party a limited, non-exclusive, non-transferable, royalty-free right and license to use other Party's name and marketing materials in conjunction with duties hereunder, provided that such use:

24.3.1.1. comply with the other Party's usage guidelines or instructions provided;

24.3.1.2. be subject to prior written approval for each specific use;

24.3.1.3. maintain the Provider's brand integrity and reputation; and

24.3.1.4. not be modified or altered without express written permission.

24.3.2. The Provider may additionally allow the Contracting Party the right to use additional trademarks of the Provider to market the Services in certain types of Contracting Agreements, subject to:

24.3.2.1. specific written authorization for each trademark;

24.3.2.2. compliance with the Provider's CI (Corporate Identity) guidelines;

24.3.2.3. the Provider's right to audit usage;

24.3.2.4. the Provider's right to immediately revoke permission upon notice.

24.3.3. Either Party may revoke such permission at any time in its sole discretion with immediate effect. Upon revocation or termination of this Agreement, the Contracting Party will:

- 24.3.3.1. immediately cease all use of the Provider's trademarks;
- 24.3.3.2. remove all the Provider branding from marketing materials;
- 24.3.3.3. destroy or return all materials containing the Provider's trademarks;
- 24.3.3.4. provide written confirmation of compliance with these requirements.

24.3.4. Except as expressly authorized, neither Party may:

- 24.3.4.1. make use of the other Party's trademarks;
- 24.3.4.2. use or attempt to register any marks that may be considered confusingly similar;
- 24.3.4.3. challenge the validity of the other Party's trademarks;
- 24.3.4.4. use the trademarks in any way that could diminish their value.

24.3.5. The goodwill attributable to and arising from any use of the trademarks of a Party by the other Party will be for the benefit of the Party owning such trademarks.

24.4. For Reseller Partnerships, marketing iONLINE Services under its own brand, as a white-label solution, or through co-branded efforts, all marketing materials must strictly adhere to iONLINE CI (Corporate Identity) Guidelines and trademark policies. Co-branded and white-label materials require explicit prior approval from iONLINE.

24.5. The Contracting Party acknowledges that any unauthorized use of the Provider's intellectual property rights may result in irreparable harm and entitle the Provider to immediate injunctive relief in addition to all other remedies available at law or in equity.

24.6. Website and digital presence

24.6.1. The Contracting Party may, subject to the Provider's CI (Corporate Identity) guidelines:

- 24.6.1.1. display the Provider's corporate logo on its website;
- 24.6.1.2. include the Provider's company description;
- 24.6.1.3. maintain web links to the Provider's website.

24.6.2. The Provider may, at its discretion:

- 24.6.2.1. include the Contracting Party's name and logo on its website;
- 24.6.2.2. maintain web links to the Contracting Party's website;
- 24.6.2.3. list the Contracting Party in its partner or client directories as applicable;
- 24.6.2.4. update or modify such content without prior approval.

24.6.3. All digital presence must:

- 24.6.3.1. comply with the Provider's brand guidelines;
- 24.6.3.2. maintain professional standards;
- 24.6.3.3. be updated promptly upon request by either Party;
- 24.6.3.4. be removed upon termination of this Agreement.

25. CESSION AND ASSIGNMENT

25.1. General Restrictions on Assignments:

- 25.1.1. Except as otherwise provided herein, no rights, duties, or liabilities under this Agreement may be assigned, transferred, ceded, or otherwise conveyed by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld.

25.2. Provider-Specific Assignments Without Consent:

- 25.2.1. notwithstanding clause 25.1, iONLINE may, without the Contracting Party's prior consent, assign or transfer its rights and obligations under this Agreement in the following circumstances:
 - 25.2.1.1. to any subsidiary, parent company, or affiliate of iONLINE;
 - 25.2.1.2. as part of a sale, transfer, or disposition of substantially all of iONLINE's assets related to this Agreement; or
 - 25.2.1.3. pursuant to any financing, merger, restructuring, or reorganization.

25.3. Debt and Receivables Assignment:

- 25.3.1. either Party may transfer, cede, or assign their rights, title, and interest in any debts or receivables due under this Agreement without the other Party's consent. Both Parties expressly agree that this does not violate clause 25.1.

25.4. Void Assignments:

- 25.4.1. any assignment, transfer, or cession made in violation of this clause 25 will be considered void and unenforceable.

26. APPLICABLE LAW AND JURISDICTION

- 26.1. This Agreement will be governed by and construed in all respects in accordance with the laws of the iONLINE Op Co country where the respective company is established and registered ("Op Co Country")
- 26.2. Subject to [clause 22](#) (Dispute Resolution), the parties hereby consent and submit to the non-exclusive jurisdiction of the court systems in the Op Co Country where the service account was registered and is being operated, for any dispute arising from or in connection with this agreement.

27. DOMICILIUM AND NOTICES

Framework Notice Provisions

27.1.Provider Notice Details:

27.1.1. For all notices to iONLINE Operating Companies under this framework:

27.1.2. Legal email address: legal@ionlinesp.com

27.1.3. Marked for attention: CEO

27.1.4. Physical addresses for each Op Co are maintained at: www.ionlinesp.com/contact

27.2.Contracting Party Notice Requirements:

27.2.1. Notice details for Contracting Parties will be specified in the incorporating Partner Agreement or Service Order Form that references this MSA framework.

27.3.Notice Address Updates:

27.3.1. Either party may update their notice addresses by written notice to the other, provided such changes are documented in accordance with the incorporating agreement.

27.4.Each of the Parties will be entitled from time to time, by written notice to the other to vary its *domicilium* to any other address (as per clause 27.1) which is not a post office box or poste restante.

27.5.Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if in writing, which will include giving notice by email.

27.6.Any notice given by any Party to the other which:

27.6.1. is delivered by hand during the normal business hours of the Addressee at the Addressee's *domicilium* for the time being will be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;

27.6.2. is posted by prepaid registered post from an address within the Country of Origin to the Addressee at the Addressee's *domicilium* for the time being will be presumed, until the contrary is proved by the addressee, to have been received by the Addressee on the eighth day after the date of posting.

27.6.3. sent by email to its chosen email address stipulated in this clause 27, will be deemed to have been received on the date of sending (unless the contrary is proved).

28. GENERAL

28.1.The Parties will co-operate and consult with each other in good faith regarding the implementation of this Agreement with a view to achieving the aims and objectives of this Agreement.

28.2.No Party will be regarded as having waived, or be precluded in any way from exercising any right under or arising from this Agreement by reason of any Party having at any time granted an extension of time for, or having shown any indulgence to the other Parties with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other Parties.

- 28.3. Neither Party relies in entering into this Agreement upon any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this Agreement as warranties or undertakings.
- 28.4. This Agreement is the entire Agreement between the Parties regarding the Services provided hereunder and supersedes all other Agreements or understandings expressed or implied between the Parties related thereto.
- 28.5. No variation, modification or consensual cancellation of this framework will be of any force or effect unless updated in a new version of this framework document, or unless specifically agreed in writing in the incorporating Partner Agreement.
- 28.6. Framework Document Application: When this framework is incorporated by reference into Partner Agreements or Service Order Forms, those incorporating documents may be executed in counterparts and through flexible signing procedures including electronic signature platforms (e.g., PandaDoc, DocuSign), provided they meet applicable electronic signature law requirements.
- 28.7. If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provisions will be treated as being deleted from this Agreement and no longer incorporated, but all other provisions of this Agreement will continue to be binding on the Parties.
- 28.8. The validity of this Agreement, its interpretation, respective rights and obligations of the Parties and all other matters arising out of it or its termination, for any reason whatsoever will be determined in accordance with the laws of the respective iONLINE Op Co country.
- 28.9. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect.
- 28.10. Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.
- 28.11. Authority Confirmation: Parties executing agreements that incorporate this framework warrant they have due authority to bind their respective organizations to the terms contained herein.

29. DISCLOSURE AND PUBLICITY

- 29.1. The Parties may prepare and publish mutually agreed upon press releases subject to prior written approval from both Parties.
- 29.2. Notwithstanding clause 29.1, the Provider may:
- 29.2.1. prepare and publish press releases or disclose information concerning its Services and partnership programs;
 - 29.2.2. list its clients and partners without seeking prior approval;
 - 29.2.3. disclose this Agreement as required by law or in connection with any financing, merger, or acquisition transactions, subject to reasonable efforts to secure confidential treatment thereof.

29.3. The Contracting Party may disclose:

- 29.3.1. the existence of this Agreement;
- 29.3.2. its relationship with the Provider as a client or partner, as applicable;
- 29.3.3. general information, but not commercial figures, about the Services being received or provided under this Agreement.

29.4. Neither Party will:

- 29.4.1. make any disparaging statements about the other Party or their Services;
- 29.4.2. distribute, publish or market comparisons, testing, benchmarking, studies, or other information that could reasonably be construed as disparaging;
- 29.4.3. disclose information deemed confidential under [clause 23](#), including but not limited to future development plans and known product or service deficiencies;
- 29.4.4. make any representations about the other Party's Services beyond those expressly authorized in writing.

29.5. All public disclosures must:

- 29.5.1. comply with the confidentiality obligations set forth in [clause 23](#) of this Agreement;
- 29.5.2. maintain the professional reputation of both Parties;
- 29.5.3. be accurate and not misleading;
- 29.5.4. comply with applicable laws and regulations.

30. WAIVER AND ENFORCEMENT

30.1. The failure of either Party to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, will not be construed as a general waiver or relinquishment of any other provision of this Agreement. No waiver will be effective unless expressly made in writing by the waiving Party.

31. SURVIVAL

31.1. The expiration or termination of this Agreement will not affect rights and obligations that by their nature survive such expiration or termination for a period of 3 years or longer if required under applicable laws and regulations. This includes, but is not limited to, provisions relating to confidentiality, intellectual property rights, limitation of liability, indemnification, governing law, dispute resolution, and any accrued payment obligations. The obligations outlined in [clauses 10](#) (Data Privacy and Protection), [clause 23](#) (Confidentiality), [clause 15](#) (Limitation of Liability), [clause 16](#) (Indemnification), [clause 22](#) (Dispute Resolution), and any unpaid financial obligations will survive and remain enforceable beyond the termination or expiration of this Agreement.

32. FRAMEWORK DOCUMENT EFFECTIVENESS

Framework Implementation

32.1. This MSA Framework Document becomes effective upon publication and applies to all agreements that incorporate it by reference.

Version Control

32.2. This framework document may be updated from time to time by iONLINE.

32.3. The current version will be maintained at www.ionlinesp.com/legal-framework

32.4. Existing Contracting Parties will be notified of material changes with reasonable advance notice.

Incorporation Confirmation

32.5. By executing any Partner Agreement, Service Order Form, or other agreement that incorporates this MSA by reference, the Contracting Party confirms their acceptance of and agreement to be bound by this framework document.