



SNAPT GENERAL PARTNER TERMS

By registering or signing up to become a value-added reseller (VAR), managed service provider (MSP), or original equipment manufacturer (OEM) ("**Partner**") with Snapt, Inc (a company incorporated in Delaware, United States) and/or Snapt Systems (RF) (Pty) Ltd (a company domiciled in the Republic of South Africa) (collectively, "**Snapt**"), you indicate your acceptance of and agreement to these general partner terms ("**General Terms**").

The General Terms set out the standard legal terms and conditions applicable to Partners and persons negotiating to become Partners of Snapt. Where a Partner has concluded commercial partner terms with Snapt ("**Commercial Terms**"), these General Terms shall be incorporated into, and read together with, the Commercial Terms and the Commercial Terms shall prevail over the General Terms to the extent of any inconsistency.

The General Terms and, only if the Partner has concluded them with Snapt, the Commercial Terms shall constitute the whole of the agreement between the Partner and Snapt in respect of their subject matter (the "**agreement**"). Snapt may amend the General Terms at any time upon notice to the Partner.

1. Definitions

- 1.1. "**Authorised Users**" means, where applicable, those persons authorised to use the Products through the Partner, as identified in the Commercial Terms;
- 1.2. "**Confidential Information**" means information that (i) is clearly labelled as confidential or proprietary, (ii) is identified as Confidential Information in clause 7, or (iii) should reasonably be understood to be confidential based on the nature of the information or the circumstances of its disclosure.
- 1.3. "**Controller**", "**processor**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**" and "**appropriate technical and organisational measures**" have the meanings given to them in the Data Protection Legislation.
- 1.4. "**Data Protection Legislation**" means any legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) under any applicable laws.
- 1.5. "**Partner Data**" means the data provided or inputted by the Partner, the Authorised Users of the Products, or Snapt on the Partner's behalf for the purpose of using the Products or facilitating the Partner's use of the Products.
- 1.6. "**Products**" means the online products and applications provided by Snapt from time to time as specified in the Commercial Terms.
- 1.7. "**Virus**" means any thing or device (including any products, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer products, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely



affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. Term and termination

- 2.1. Subject to clause 2.2, the General Terms shall commence and bind the Parties with effect from the date of registration of and/or signup by the Partner with Snapt and shall endure indefinitely, provided that the Partner shall have a right to terminate in the event that the Commercial Terms are not agreed within a period of 6 months after execution of the General Terms.
- 2.2. On conclusion of the Commercial Terms with Snapt, the term and termination provisions of the Commercial Terms shall supersede clause 2.1.
- 2.3. Notwithstanding clauses 2.1 and 2.2, and without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 2.3.1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 2.3.2. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 business days after being notified in writing to do so;
 - 2.3.3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 2.3.4. the other party suspends, or threatens to suspend, payment of its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
 - 2.3.5. the other party commences negotiations in relation to a rescheduling, composition, compromise, assignment or arrangement with its creditors generally other than in the context of a solvent amalgamation or restructuring;
 - 2.3.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than in the context of a solvent amalgamation or restructuring;
 - 2.3.7. a liquidator, receiver, administrative receiver, administrator, compulsory manager, business rescue practitioner or other similar officer is appointed in respect of the other party or any of its assets; or an order or application is made for, or any person becomes entitled to, such an appointment;
 - 2.3.8. any person becomes entitled to enforce any security over any of the other party's assets;
 - 2.3.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of the other party's assets and same is not discharged within 14 days; or

- 2.3.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 2.3.4 to 2.3.9.

3. Proprietary rights and use restrictions

- 3.1. The Partner acknowledges and agrees that Snapt and/or its licensors own all intellectual property rights in the Products. Except as expressly stated herein or in applicable Commercial Terms, the agreement does not grant the Partner any rights to, under, or in any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Products or the documentation relating to the Products ("**Documentation**").
- 3.2. Snapt confirms that it has all the rights in relation to the Products and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the agreement.
- 3.3. The Partner shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Products that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive, facilitates illegal activity, or is otherwise illegal or causes damage or injury to any person or property, and Snapt reserves the right, without liability or prejudice to its other rights, to disable the Partner's access to any material that breaches the provisions of this clause.
- 3.4. The Partner shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement:
 - 3.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products (as applicable) in any form or media or by any means; or
 - 3.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products; or
 - 3.4.3. access all or any part of the Products in order to build a product or service which competes with the Products; or
 - 3.4.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Products available to any third party except those permitted under the Commercial Terms, or
 - 3.4.5. attempt to obtain, or assist third parties in obtaining, access to the Products.
- 3.5. The Partner shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Products and, in the event of any such unauthorised access or use, promptly notify Snapt.

- 3.6. The rights provided under this clause are granted to the Partner only, and shall not be considered granted to any subsidiary or holding company of the Partner.

4. Snapt's obligations

- 4.1. Snapt shall use commercially reasonable endeavours to make the Products available as per the Commercial Terms and the published and agreed service levels in effect at the time that the Products are provided, except for:
 - 4.1.1. planned maintenance, as communicated to the Partner; and
 - 4.1.2. unscheduled maintenance performed outside normal business hours, provided that Snapt has used reasonable endeavours to give the Partner at least 6 business hours' advance notice.
- 4.2. Snapt undertakes that all Products made available under the Commercial Terms will be provided substantially in accordance with the public specifications and features in effect at the time the Products are provided, and with reasonable skill and care.
- 4.3. The undertaking in clause 4.2 shall not apply to the extent of any non-conformance which is caused by use of the Products contrary to Snapt's instructions, or modification or alteration of the Products by any party other than Snapt or Snapt's duly authorised contractors or agents. If the Products do not conform with the foregoing undertaking, Snapt will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Partner with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Partner's sole and exclusive remedy for any breach of the undertaking set out in clause 4.2. Notwithstanding the foregoing, Snapt:
 - 4.3.1. does not warrant that the Partner's use of the Products will be uninterrupted or error-free; or that the Products and/or the information obtained by the Partner through the Products will meet the Partner's requirements; and
 - 4.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Partner acknowledges that the Products and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5. Partner's obligations.

The Partner shall

- 5.1. provide Snapt with all necessary co-operation in relation to this agreement and all necessary access to such information as may be required by Snapt in order to fulfil its obligations under the agreement, including but not limited to Partner Data, security access information and configuration services;
- 5.2. conduct itself in an ethical, professional and lawful manner, exercise its best efforts to achieve a high level of customer satisfaction, and refrain from doing anything to impair the reputation of Snapt; and



5.3. employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Partner's obligations under this agreement.

6. General payment terms. In respect of all amounts payable to Snapt under the Commercial Terms (where such terms have been concluded):

6.1. If Snapt has not received payment on the due date as per the payment terms, and without prejudice to any other rights and remedies of Snapt:

6.1.1. Snapt may, without liability to the Partner, disable the Partner's password, account and access to all or part of the Products and Snapt shall be under no obligation to provide any or all of the Products while the invoice(s) concerned remain unpaid; and

6.1.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to the then-current base lending rate of Snapt's bankers in the United States plus 3%, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.2. All amounts and fees stated or referred to in this agreement (i) shall be payable in the invoiced currency, unless otherwise specified by Snapt, (ii) are non-cancellable and non-refundable, (iii) are exclusive of value added taxes, goods and services taxes, sales tax or similar taxes, which shall be added to Snapt's invoice(s) at the appropriate rate where applicable, and (iv) shall be paid free of exchange, without set-off, deduction or withholding.

6.3. For the avoidance of doubt, if the Partner must by law make any deductions or withholdings from the payments of amounts owing, it must pay additional amounts as may be necessary so that the net amount Snapt receives after the deductions or withholdings equals the amount Snapt would have received had no such deductions or withholdings been made. Where applicable, the Partner shall deliver to Snapt satisfactory proof that it has paid such deductions or withholdings, including an original or certified copy of each tax receipt evidencing such payment within 30 days after the date of each payment.

7. Confidentiality

7.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the agreement. A party's Confidential Information shall not include information that (i) is or becomes publicly known other than through any act or omission of the receiving party; (ii) was in the other party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

7.2. Subject to clause 7.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the negotiation and implementation of the agreement.

7.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents, or other personnel in violation of the terms of this agreement.

- 7.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 7.5. The Partner acknowledges that details of the Products, and the results of any performance tests of the Products, constitute Snapt's Confidential Information.
- 7.6. Snapt acknowledges that the Partner Data is the Confidential Information of the Partner.
- 7.7. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 7.8. The above provisions of this clause 7 shall survive termination of this agreement, however arising.

8. Partner Data

- 8.1. The Partner shall retain all right, title and interest in and to all of the Partner Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Partner Data.
- 8.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 8.3. The parties acknowledge that if Snapt processes any personal data on the Partner's behalf when performing its obligations under this agreement, the Partner is the controller and Snapt is the processor for the purposes of the Data Protection Legislation.
- 8.4. The Partner acknowledges that the personal data may be transferred or stored outside where the Partner and the Authorised Users are located in order to provide the Products and carry out Snapt's other obligations under this agreement.
- 8.5. Without prejudice to the generality of clause 8.2, the Partner will ensure that it has all necessary appropriate consents and notices in place to enable, where required, lawful transfer of the personal data to Snapt for the duration and purposes of this agreement so that Snapt may lawfully use, process and transfer the personal data in accordance with this agreement on the Partner's behalf.
- 8.6. Either party may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

9. General compliance. Both parties warrant that they have and will maintain all necessary licences, consents, and permissions necessary for their (and their employees', contractors' and agents') performance of their respective obligations under this agreement and that, without limiting their other obligations in this agreement, they shall comply with all applicable laws and regulations with respect to their activities in connection with agreement.

10. Indemnification

- 10.1. The Partner shall defend, indemnify and hold harmless Snapt and its affiliates, agents, sub-contractors and employees against third party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (i) the Partner's or its affiliates', agents', sub-contractors' or employees' use of the Products; (ii) breach of this agreement or violation of applicable law by the Partner; or (iii) a dispute between the Partner and any of its Authorised Users or Clients.
- 10.2. Snapt shall defend, indemnify and hold harmless the Partner and its affiliates, agents, sub-contractors and employees against any third-party claim alleging that the Products infringe or misappropriate that third party's intellectual property rights. In respect of any such claim, Snapt will, at its election, either: (i) procure the rights to use that portion of the Products alleged to be infringing; (ii) replace the alleged infringing portion of the Products with a non-infringing alternative; (iii) modify the alleged infringing portion of the Products to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Product or this agreement. These remedies are the sole and exclusive remedies available to the Partner against Snapt for any third-party claims of infringement or misappropriation of intellectual property rights by the Products.
- 10.3. The obligations under this clause 10 will apply only if the party seeking defense or indemnity: (i) gives the other party prompt written notice of the claim; (ii) permits the other party to control the defense and settlement of the claim; and (iii) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the consent of the other party.

11. Limitation and exclusion of liability

- 11.1. Except as expressly and specifically provided in this agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement and the Products are accordingly provided to the Partner on an "as is" basis.
- 11.2. Nothing in this agreement limits or excludes:
- 11.2.1. the liability of either party for deliberate default of its obligations under this agreement;
 - 11.2.2. the Partner's payment obligations under the Commercial Terms (where applicable);
 - 11.2.3. any liability in respect of the indemnity in clause 10.1; or
 - 11.2.4. any liability which cannot legally be limited or excluded.

- 11.3. Subject to clause 11.1 and clause 11.2, Snapt and its affiliates, agents, sub-contractors and employees shall not be liable to the Partner in respect of:
- 11.3.1. any claims for special damages, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss or corruption of data, pure economic loss, and/or indirect or consequential loss, howsoever arising under this agreement;
 - 11.3.2. any damage caused by errors or omissions in any information, instructions or scripts provided to Snapt by the Partner in connection with the Products, or any actions taken by Snapt at the Partner's direction; or
 - 11.3.3. any claims arising as a result of a modification of the Products by anyone other than Snapt, the Partner's use of the Products in a manner contrary to the instructions given to the Partner by Snapt, or the Partner's use of the Products or Documentation after notice of the alleged or actual infringement from Snapt or any appropriate authority.
- 11.4. Subject to clause 11.1 and clause 11.2, Snapt's total aggregate liability to the Partner for claims arising in connection with the performance or contemplated performance of this agreement shall not exceed the total payments actually made by the Partner to Snapt under this agreement in the 6 months immediately preceding the date on which the claim arose.

12. Consequences of termination

On termination of this agreement for any reason:

- 12.1. any licences granted under this agreement shall immediately terminate;
- 12.2. each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- 12.3. Snapt may destroy or otherwise dispose of any of the Partner Data in its possession;
- 12.4. any clauses which are expressly intended to survive terminations shall remain in force; and
- 12.5. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

- 13. Force majeure.** Snapt shall have no liability to the Partner under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Snapt or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic, or default of Snapt's or sub-contractors, provided that the Partner is notified of such an event and its expected duration.

14. Notices

- 14.1. All notices and documents required to be given under this agreement or in connection with legal proceedings arising out of it shall be in writing and shall be delivered to one or more of the addresses (including email addresses) set out for the respective parties in this agreement or submitted to Snapt in the registration process, or to such other addresses as may have been notified by that party for such purposes.
- 14.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 09h00 on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

15. Variation. No variation or cancellation of this agreement shall be effective unless it is in writing and signed by or on behalf of the parties.

16. Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and remedies. Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance. If any provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement and, in the event of any such deemed deletion, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire agreement. This agreement (being the General Terms and, if concluded, the Commercial Terms) constitutes the entire agreement between the parties and supercedes or extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The parties waive the right to rely on any alleged right, obligation or representation not expressly contained in this agreement.

20. Assignment

- 20.1. The Partner shall not, without the prior written consent of Snapt, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 20.2. Snapt may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. No partnership or agency. Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any

way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. **Third party rights.** This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns).
23. **Disputes.** All disputes arising out of or in connection with this agreement shall be settled under the Commercial Rules of the Arbitration Foundation of Southern Africa by one or more arbitrators appointed in terms of such rules. The arbitration proceedings shall be conducted in Cape Town, South Africa, in English. Nothing contained in this clause shall prohibit any party from approaching a court of competent jurisdiction for urgent interim relief pending the determination of the dispute by arbitration.
24. **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of South Africa.
25. **Jurisdiction.** Each party irrevocably agrees that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

26. Interpretation

- 26.1. Any definition, wherever it appears in this agreement, shall bear the same meaning and apply throughout this agreement unless otherwise stated or inconsistent with the context in which it appears.
- 26.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 26.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality), trust, partnership, joint venture, or any other legally recognised association of persons.
- 26.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 26.5. A reference to a statute or statutory provision is a reference to it as as modified or re-enacted from time to time and shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 26.6. A reference to writing or written includes e-mail.
- 26.7. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.