

GeezSMS Service subscription

This Agreement, dated (07/07/2025) for SMS API Integration (the "Agreement") is between **Aquila ICT Solution** ("Consultant") a company registered in Addis Ababa, Ethiopia, and

Aquila ICT Solution.

22 bole Rewina Bldg.

Tel: +251911316566

Bole 04, Addis Ababa, Ethiopia

A legal entity organized and existing under the laws of the Federal Democratic Republic of Ethiopia, having its address in **Addis Ababa**, Ethiopia; hereinafter called the "**Consultant**" who offers this contract on one part and

[Bet nine nine four plc]

Arada Sub city, woreda 02, Addis Ababa Ethiopia.

Tel: [251911744904]

[ADDIS ABABA], Ethiopia.

A legal entity organized and existing under the laws of the Federal Democratic Republic of Ethiopia having its head office in Addis Ababa, Ethiopia; herein after called the "**Client**" Signed this contract agreement in Addis Ababa today July. 2025

NOW, THEREFORE, having this contract is important for contracting parties to reach a mutual agreement the consultant and the Client agreed to bind by the following Article as follows:

1.DEFINITIONS

As used herein and throughout this Agreement:

1.1. "**Agreement**" means the entire content of this document, the Proposal document(s) (if any), and the SOW, together with any other Supplement, Exhibits, or additional Schedules as may be attached here to and incorporated herein by reference.

1.2. "**Client Content**" means all materials, information and credentials provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3. "**Copyrights**" means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under Proclamation no 501/2006 on Trade Mark Registration and Protection and Regulation no 273/2002 and other relevant acts in force in Ethiopia from time to time.



1.4. *"ConsultantTools"* means all tools developed and/or used by Consultant in performing the Services, including, without limitation, pre-existing and newly developed software including source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions (whether or not patentable), and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.5. *"FinalDeliverables"* means the final versions of Deliverables provided by Consultant and approved and accepted by Client.

1.6. *"PreliminaryWorks"* means all materials including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents, developed by Consultant and which may or may not be shown and or delivered to Client for consideration.

1.7. *"Product"* means the application that is to be developed by the consultant to provide service that is requested by the Client.

1.8. *"Services" (or "Consultant's Services")* means all services and the work product to be provided to Client by Consultant as described and otherwise further defined in the Deliverables.

1.9. *"Third Party Materials"* means proprietary third party materials which are incorporated into the Final Deliverables, including, but not limited to, photography or stock illustrations.

1.10. *"Trademarks"* means trade names, words, symbols, designs, logos or other devices or designs used to designate the origin or source of goods or services.

1.11. *"Subscription"* means the requested services from the consultant by the client.

1.12. *"Short code"* means the integer number supplied by ethiotelecom.

1.13. *"Credentials"* means the security username and password of the short code connected with ethiotelecom.

1.14. *"Final Work"* means the integration or after access is given by the client for the platform regarding their selected subscription.

1.15. *"SMS"* Short Message Service

1.16. *"SMS Message"* a message sent via GeezSMS Services

1.17. *"SMS Content"* all contents sent via GeezSMS Services.

1.18. *"Recipient"* person who receives an SMS message, either intentionally or unintentionally.



- 1.19. "Web Portal" website through which Aquila ICT Solution Services can be accessed.
- 1.20. "Sender id" a sender name that will be displayed when the client SMS reaches the client customer.

2. SCOPE OF THE CONTRACT

Objective of the contract is to accommodate the above-mentioned client's interest for SMS Gateway service by using the consultant's short code.

3. CLIENT RIGHTS AND RESPONSIBILITIES.

Client acknowledges they shall be responsible for performing the following in a reasonable and timely manner:

- 3.1. Will take full responsibility for the messages that sent out by the account that is created on our system (dashboard).
- 3.2. Coordination of any decision-making with parties other than the Consultant;
- 3.3. Provision of Content in a suitable format.
- 3.4. Settle Payment accordingly to the defined schedule.
- 3.5. The client shall not send SMS Messages to Recipients without their having any other relationship or gaining prior consent from the recipient.
- 3.6. The client shall send and receive SMS Messages using only local (Ethiopian) numbers, if the client use the consultants SMS gateway to send or receive SMS Messages by non-local numbers the client will take all the responsibility and also covers the expenses of the consultants fee that comes with this action.
- 3.7. The client is not permitted to send SMS messages to recipients who have not given consent to receive the service, opted-out or made clear that they do not wish to receive SMS messages.
- 3.8. The client shall validate the SMS content and shall ensure that the consultant Services will not be used to transmit Inappropriate Content. "Inappropriate Content" will mean any Content that: Is obscene, offensive, threatening, defamatory, discriminatory, misleading or inaccurate, Infringes the intellectual property of any third party, person or entity, Violates any legal, regulatory, and governmental or network operator conditions or codes of practice.



- 3.9. During the Term of this Contract, The client shall strictly comply with applicable Ethiotelecom, Safaricom and ECA regulations.
- 3.10. The Client shall be liable for content and timing of Messages that are sent using the consultant Service.
- 3.11. The client will not jeopardize the functionality or the operation of any part of consultants Services. This includes, but is not limited to, permitting or assisting any person to gain unauthorized access to the Service, tamper with, reverse engineer, de-compile, disassemble; re-write and/or re-engineer any part of the Service.
- 3.12. The client shall fully cooperate with Consultant to investigate and resolve any complaints raised regarding SMS Content sent by The Client without delay.
- 3.13. If the Client wishes to change their subscription plan, they may do so by providing written notice to the Service Provider at least [number] days prior to the desired effective date of the change. The Service Provider shall make commercially reasonable efforts to accommodate the requested change, subject to availability and any applicable terms and conditions
- 3.14. The client is liable for the sender id requested and used by their account.

4. CONSULTANT'S RIGHTS AND RESPONSIBILITIES.

- 4.1. The consultant should provide full access to the service that is promised within the agreement.
- 4.2. The consultant shall provide the following Support free of charge for the client regarding:
- A. Making sure every message should be delivered to the client's customer with in the required time without any issues. Unless there are some issues on the clients customer end, such as network, balance or phone problem.
 - B. Address The Clients inquiries related to system functionality and issues regarding the general service related questions.
- 4.3. The consultant should be available to give support with in Ethiopian working hour Monday —Friday (9AM-5PM), Saturday (9AM — 12:30PM)



- 4.4. The Client inquiries will be responded to within maximum one working day from official submission through email/letter.
- 4.5. The Consultant reserves the right to modify the subscription plans, features, or pricing and notify the client 30 days before making any changes. In the event of a modification to the subscription plans, the Client shall have the option to continue with the modified plan or terminate the Services in accordance with the termination provisions of this Agreement.
- 4.6. In case of bankruptcy or any other sudden issues happen the money that the client deposited will be refunded.

5. CONFIDENTIAL INFORMATION

Each Party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical, business information and materials of the other Party including, but not limited to, Preliminary Works ("Confidential Information"). Each Party, its agents and employees shall hold and maintain in strictest confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations pursuant to this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

6. SENDER ID OWNERSHIP AND RESPONSIBILITY CLAUSE:

"Upon request, the consultant may provide the clients with the option to use specific sender IDs for their SMS communications. The term "sender ID" refers to the 11 character alphanumeric displayed as the sender of the SMS messages.

6.1. Client's Responsibility:

Clients understand and agree that any sender ID requested and utilized in connection with the Company's SMS gateway services is the sole responsibility of the client.



6.2. Ownership of Sender IDs:

The client acknowledges that any sender ID provided or assigned by the consultant remains the property of the client. Clients acquire any ownership rights or intellectual property rights to the sender ID.

6.3. Compliance with Regulations:

Clients are solely responsible for ensuring that their use of sender IDs complies with all relevant laws, regulations, and industry guidelines. This includes, but is not limited to, obtaining any necessary approvals or permissions for the use of specific sender IDs.

6.4. Indemnification:

Clients agree to indemnify and hold the consultant harmless from any claims, damages, or liabilities arising from the client's use of sender IDs, including but not limited to claims related to intellectual property infringement, violation of regulations, or any other legal requirements.

6.5. Changes and Restrictions:

The Consultant reserves the right to modify, suspend, or restrict the use of any sender ID at its discretion, including but not limited to situations where the sender ID is deemed inappropriate, infringing, or in violation of any applicable laws or regulations.

6.6. Termination of Services:

In the event of termination of services, clients understand that any rights to use specific sender IDs provided by the Consultant will cease.



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7. WARRANTIES AND REPRESENTATIONS

7.1. *By Client*

Client represents, warrants and covenants to Consultant that

- A. Client owns all right, to utilize the consultants platform for the sole purpose that they proposed to initially utilize, any solution that the client is offering through the platform is owned by the client.
- B. The Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Platform does not and will not violate the rights of any third parties.
- C. Ensure all the messages sent through the Short code of the Consultants are generated from an existing registered user phone number under their platform or user initiated messages sent by the system.

7.2. *By Consultant.*

- A. Consultant hereby represents, warrants and covenants to Client that Consultant will provide. Consultant's Services and produce the Deliverables as identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.
- B. Contractor guarantees 99% uptime for its SMS gateway. If uptime of the server falls below 99% during any given time, Consultant should work to restore services within 12hours.



8. INDEMNIFICATION

- 8.1. *By Client.* Client agrees to indemnify, save and hold harmless Consultant from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances, Client shall promptly notify Consultant in writing of any claim or suit. Client has sole control of the defense and all related settlement negotiations. Consultant shall provide Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section.
- 8.2. *By Consultant.* Subject to the terms, conditions, express representations and warranties provided in this Agreement, Consultant agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Consultant's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client.
- 8.3. *Termination for Convenience.* Either party may terminate this Agreement at any time and for any reason by providing written notice to the other party at least 15 days prior to the intended termination date. In the event of such termination, Client shall be responsible for payment of all fees and expenses incurred by Consultant up to the effective date of termination.

9. TERM AND TERMINATION

- 9.1. This Agreement shall commence upon the Effective Date and shall remain as long as the paid balance becomes zero.
- 9.2. This agreement may remain effective for Services requested in the future if both Parties agree to continue using it, until explicitly terminated by either Party according to



Provision 8.3, or Agreement is superseded by a new Agreement executed by both Parties. Under this provision, new requests for Services must be of a Time and Materials nature, or be performed under a new SOW executed by both Parties.

9.3. This Agreement may be terminated at any time by either Party effective immediately upon notice, or the mutual agreement of the Parties, or if any Party: Becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of its creditors; or, if any parties

- A. Breaches any of its material responsibilities and/or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.
- B. The initial term of this Contract shall commence as of the Effective date and shall continue in effect until termination.
- C. Upon the expiration or termination of this Contract for any reason, The Client shall pay to Aquila ICT Solution all undisputed amounts due and payable.
- D. Aquila ICT Solution shall be entitled to immediately terminate this Contract, upon written notice if The Client fails to comply with any law, regulation.
- E. Each Party is entitled to immediately terminate this Contract if the other Party becomes subject to a bankruptcy, reorganization, or of any other similar or related reconstruction whether voluntary or involuntary.
- F. Aquila ICT Solution may terminate this Contract immediately at its absolute discretion without written notice and shall retain all its rights to claim for payment of all accrued amounts and for any possible indemnities, if The Client commits any fraudulent or unlawful conduct related to The Client use of the Service.

10. Upon expiration or termination of this Agreement:

- 10.1. Each Party shall return or, at the disclosing Party's request, destroy the Confidential Information of the other Party.
- 10.2. Other than as provided herein, all rights and obligations of each Party under this Agreement, exclusive of the Services, shall survive.



11. PAYMENT

The client has agreed to pay the amount as per the subscription that stated on the website **Inclusive of VAT.**

11.1. With the package the client will get the privilege to

- A. The package that won't expire with time.
- B. The user will be able to send all kind of SMS and will be provided API key
- C. One SMS is equal to 159 Characters for Latin and 69 Characters for Amharic.

11.2. If the Client wishes to update any of its subscription or information, they can update on the dashboard by their own but all the rules and regulations still apply on any upgrade.

11.3. Payment for subscription fees shall be made by the Client in accordance with the payment terms. Failure to make timely payment may result in the suspension or termination of the Services.

11.4. Upon termination of the subscription, the Client's access to the Services associated with the subscription plan shall cease, and the Client shall have the option to renew the subscription or discontinue the Services.

12. FARCE MAJEURE

12.1. Consultant shall not be liable to The Client if it is unable to perform any obligation or provide the Service because of any factor outside Consultant reasonable control, The Telecom server downtime, The Telecom SMS gateway failure to send message after responding success response, unexpected service ban by Telecom service provider, national internet outage, natural calamities, default or failure of a third party, war, act of government or interruptions caused by Acts of God or any other circumstances beyond the consultant reasonable control, and any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the down time of the services related to the above causes.



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13. Refund in the Event of Shutdown Clause:

In the unfortunate event that GeezSMS shutdown, hereinafter referred to as 'the Company,' discontinues its operations and ceases to provide SMS gateway services, the Consultant acknowledges its obligation to refund any unused and prepaid account balances to its clients.

13.1. Refund Process:

Clients will be eligible for a refund of any unused and prepaid account balance remaining at the time of the Company's shutdown. The consultant will make reasonable efforts to initiate and complete the refund process within 5 working days from the date of official shutdown notification.

13.2. Notification of Shutdown:

In the event of the Company's decision to cease operations, clients will be notified through the contact information provided in their account within a reasonable time frame before the shutdown.

13.3. Refund Calculation:

The refund amount will be calculated based on the remaining prepaid balance in the client's account at the time of the Company's shutdown.

13.4. Method of Refund:

Refunds will be processed through the original payment method used by the client for the prepaid account, unless otherwise agreed upon between the client and the Company.

13.5. Liability Limitation:

The Company's liability is limited to the refund of unused and prepaid account balances and does not extend to any other damages, losses, or liabilities incurred by clients due to the Company's shutdown.



14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. This Agreement shall be governed by and construed in accordance with the laws of Ethiopia. Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties.
- 14.2. Any dispute or controversy or claim arising out of or relating to the application, interpretation and performance of this contract, or the breach termination or invalidity thereof shall be settled through bona fide negotiations between the parties.
- 14.3. In case negotiation pursuant fail to result in settlement within 15 days the parties agree to finally settle the dispute and /or controversy by arbitration in accordance with Ethiopian Arbitration and conciliation proclamation no.1237/2021 and the place of arbitration shall be Addis Ababa, and the language shall be Amharic.

15. THIS AGREEMENT

- 15.1. This Agreement will come into force if and when the client makes the agreed first payment
- 15.2. This Agreement will continue in force as long as the client pay the subscription fee accordingly, unless and until terminated in accordance with Clause.
- 15.3. If there is any subscription changes or amendments, it should be presented in written form and be attached to this document, if that is done the document will be binding and this document will be counted as amended by the attached document



SIGNATURE

The parties hereby signing below agree to the above terms and conditions and intend to be legally bound.

For and on behalf of: Aquila Ict Solution	For and on behalf of: Bet nine nine four plc
Name: Kaleb Girma	Name: Sura Mekonin
Designation: General Manager	Designation: General Manager
Date:	Date: 09-07-2025
Signature:	Signature: 

