

SOFTWARE RESELLER AGREEMENT

Between:

LICENSOR: ISOGuardian (Pty) Ltd
Registration Number: 2026/082362/07
Address: 1 Goodwood Avenue, Comet, Boksburg, Gauteng, 1459
("Licensor" or "ISOGuardian")

AND

RESELLER: _____
Registration Number: _____
Address: _____
("Reseller")

SOFTWARE RESELLER AGREEMENT

BETWEEN:

LICENSOR: ISOGuardian (Pty) Ltd
Registration Number: 2026/082362/07
Address: 1 Goodwood Avenue, Comet, Boksburg, Gauteng, 1459
(hereinafter referred to as the "Licensor")

AND

RESELLER: _____
Registration Number: _____
Address: _____
(hereinafter referred to as the "Reseller")

Effective Date: ___/___/2026

1. DEFINITIONS

- 1.1 "Agreement" means this Software Reseller Agreement, including all schedules and annexures.
- 1.2 "Client" means any end-user (natural or juristic person) who subscribes to the Software through the Reseller.
- 1.3 "Commission" means the percentage of Monthly Recurring Revenue paid to the Reseller as specified in Schedule A.
- 1.4 "MRR" means the total recurring tiered subscription fees paid by Clients for the Software on a monthly basis.
- 1.5 "POPIA" means the Protection of Personal Information Act, 2013.
- 1.6 "Software" means the ISOGuardian platform, providing ISO compliance tracking (9001, 14001, 45001) and related features.

2. APPOINTMENT & INTELLECTUAL PROPERTY

2.1 Grant of Rights: The Licensor appoints the Reseller as a non-exclusive reseller within the Republic of South Africa.

2.2 Ownership: The Licensor retains all right, title, and interest in and to the Software, including all source code, updates, and modifications. The Reseller shall not reverse-engineer, decompile, or attempt to derive the source code of the Software.

2.3 Trademark Usage: The Reseller is granted a limited, non-transferable license to use the Licensor's trademarks solely for marketing the Software. All marketing materials must be approved by the Licensor in writing prior to use.

3. COMPENSATION & RESELLER STATUS

3.1 Commission Structure: The Reseller earns 25% of MRR for the lifetime of the Client's subscription, provided the Reseller remains in "Good Standing" (i.e., not in breach of this Agreement).

3.2 Reseller Internal Usage:

The reseller's own internal use of the software for administrative or operational purposes shall be governed by a separate **Internal Use & Discount Addendum**. The 50% "Partner Admin" discount and any associated usage tiers are contingent upon the

Reseller remaining in “Good Standing” under this Reseller’s Agreement. A material breach of this Agreement may result in the immediate revocation of the discounted internal pricing

4. DATA PROTECTION & COMPLIANCE

4.1 Roles: The Licensor is the "Responsible Party"; the Reseller is the "Operator".

4.2 Hosting: Data is hosted on GDPR-compliant servers in the EU (Supabase), which is compliant under Section 72 of POPIA.

4.3 Breach Notification: The Reseller must notify the Licensor within 24 hours of becoming aware of any potential data breach or unauthorized access to Client data.

5. LIABILITY & INDEMNIFICATION

5.1 Audit Disclaimer: The Software is a management tool. The Licensor does not guarantee ISO certification or specific audit outcomes. Compliance responsibility remains with the Client.

5.2 Limitation of Liability: To the maximum extent permitted by law, the Licensor’s total liability for any claim arising from this Agreement shall not exceed the total fees paid by the Reseller to the Licensor in the six (6) months preceding the claim.

5.3 Indemnification: The Reseller shall indemnify and hold the Licensor harmless against any claims arising from the Reseller’s misrepresentations, unauthorized warranties, or breach of POPIA.

6. TERMINATION

6.1 Step-In Rights: Upon termination of this Agreement, the Licensor shall have the right to contact and manage all Clients introduced by the Reseller directly to ensure continuity of service.

6.2 Forfeiture: If this Agreement is terminated for a material breach by the Reseller (including IP infringement), all rights to future commissions shall be immediately forfeited.

SCHEDULE A: COMMISSION STRUCTURE

* Recurring Commission: 25% of MRR.

* Exclusions: Commission does not apply to one-time Setup Fees or "Premium Setup Support" retained 100% by the Licensor.

SCHEDULE B: SUBSCRIPTION TIERS

* Starter (1-10 users): R2,000

* Growth (11-20 users): R3,700

* Enterprise (21+ users): Custom / POA

SIGNATURES

FOR LICENSOR: _____

Name: Tyreece Kruger

Date: 2026/__/__

FOR RESELLER: _____

Name: _____

Date: 2026/__/__

DOCUMENT CONTROL

Version: 1.2 (Amended for Tier-based client subscription)

Date: January 2026