
PARTNERSHIP AGREEMENT

Between

VODACOM TANZANIA PUBLIC LIMITED COMPANY

And

ERICO GROUP COMPANY LIMITED

For

Providing Digital Education Platform

“SOMO”

PARTNERSHIP AGREEMENT

This PARTNERSHIP AGREEMENT is made on the day of 2023

Between

VODACOM TANZANIA PUBLIC LIMITED COMPANY, a limited liability company incorporated in Tanzania under the companies Act, No. 12 (Cap. 212), with registration number 38501, Dar es salaam, and having its laws of Tanzania with its registered offices at 7th Floor, Vodacom Tower, Ursino Estate, Plot No 23, Old Bagamoyo Road, P.O. Box 2369 Dar es Salaam, Tanzania (hereinafter referred to as "**Vodacom/MNO**" which expression shall include, unless the context requires otherwise, its assignees, successors in title and or agents) of the one part;

And

ERICO GROUP COMPANY LIMITED, a limited liability company incorporated in Tanzania under the companies Act No 12 of 2002 (Cap.212) with its registration number 119483 and whose registered office at Msasani, 11744 near camel Station, Dar es Salaam, P.O.Box 32060. (Hereinafter referred to as "Partner/Erico") of the other part.

Vodacom and **Erico** shall be referred to as a Party individually and the Parties collectively.

1. RECORDAL

1.1 **Vodacom** is licensed to establish and operate mobile telecommunication services business and related services and products in Tanzania, and

1.2 **Vodacom** is desirous to increase distribution and selling of its products throughout the country by appointing Partners to work together to prepare and deploy Digital Platforms so that solutions can be deployed to customers throughout the country.

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- 1.3 **Erico Group Tanzania Limited** is in the business of developing Digital Education platform that allows introduction and application of multiple solutions related to Teaching, Learning, Education reference materials for all academic curriculums, Universities, Colleges and housing of other general reading and reference materials;
- 1.4 **Vodacom** has approached the Partner and the Partner has presented to Vodacom as possessing relevant skills, capabilities, capital and licenses to operate as a Partner for Vodacom for the purposes of value addition to selected Vodacom services and products in Tanzania;
- 1.5 The Parties desire to enter into an agreement whereby Erico Group Tanzania Limited will license and provide to the MNO applications and solutions developed on the platform on its entirety to enable Vodacom to provide a branded version to their Customer in the Territory ("Services").

THEREFORE, it is hereby agreed as follows

2 DEFINITIONS

In this agreement the following expressions shall bear the meanings assigned to them below:

- 2.1 "**Agreement**" means the agreement set out herein together with all annexures annexed thereto;
- 2.2 "**API**" means application program interface;
- 2.3 "**Applicable Laws, Rules and Regulations**" means all applicable national and foreign laws, rules, agency actions and regulations, directives, policies, together with all changes, supplements or replacements thereto and binding judicial interpretations and self-regulatory standards and regulatory interpretations and guidance, including the Regulatory Requirements, in each case to the extent in force, and as such are updated, amended or replaced, from time to time;
- 2.4 "**Brand Design**" means the '**SOMO**' logo, tag line or get up whose design has been designed by Vodacom, and the ownership of the said brand design and name shall

remain the ownership of Vodacom, the brand must conform to guidelines agreed between the Parties for the execution of this Agreement;

2.5 "**Brand Name**" means the '**SOMO**' word as used in any written form or publication without reference to the Brand Design, including variants in writing of the same including all variations in letter case and spacing;

2.6 "**Business Day**" means any day of business not being a Saturday or Sunday or gazetted a public holiday in the United Republic of Tanzania;

2.7 "**Confidential Information**" shall include, without limitation, the terms and conditions of this Agreement and any information or aspects or detail related to the systems, platform, software and documentation and any and all parts thereof, Intellectual Property Rights (including information whether commercial, financial, technical or otherwise and any and all other information received under this Agreement (including all techniques and ideas embodied and expressed in such information), irrespective of the way of disclosure) and all other information relating to the Disclosing Party, its customers and suppliers, disclosed to or otherwise obtained by the Recipient Party under or in connection with this Agreement or where the nature of the information makes it obvious that it is confidential;

2.8 "**Currency**" means the legal tender of the United Republic of Tanzania represented in currency notes and coins and denominated in Tanzania Shillings;

2.9 "**Customer**" means a Vodacom registered customer and may include both natural and legal persons.

2.10 "**Data**" means information is obtained or generated in connection with services but that does not identify an individual, such as information about the overall performance of a particular platform or functionality. Data does not include MNO Data or MNO Personal Data.

2.11 "**Data Centre**" means the physical location where the digital education platform will be hosted.

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- 2.12 "**Data Protection Laws**" means [the relevant data protection and privacy law, regulations and other regulatory requirements to which parties are subject, and any guidance or statutory codes of practice issued by the relevant Regulatory Authority/ies];
- 2.13 "**Data Subject**" means an identified or identifiable natural person who is the subject of Personal Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2.14 "**Documentation**" means
- In relation to the Digital Education Platform, the written material relating to the education solutions provided by Erico Group (T) Ltd in this agreement.
 - In relation to the Digital Education Platform, the user manuals, training materials, product descriptions and specifications, technical manuals supporting materials and other printed information relating to the products, whether distributed in print, electronic or video format in effect as of the date of the applicable purchase order and incorporated therein by reference;
- 2.15 "**Disclosing Party**" means any Party giving Confidential Information to the other Party pursuant to this Agreement;
- 2.16 "**Digital Education Platform**" shall mean a digital platform that will enable educational institutions, private tutors, students and the general public to teach, learn and acquire knowledge.
- 2.17 "**E-Money**" means the electronic monetary value reflected in an M-PESA Account representing an equal amount of Currency held in trust by the M-PESA Holding Company on behalf of the Customer and in accordance with the M-PESA Terms and Conditions.
- 2.18 "**Effective Date**" upon signature by both Parties;
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2.19 **“End User”** means any person / entity who uses or accesses Services through the MNO in the territory.

2.20 **“Force Majeure Event”** means any cause beyond the affected Party's reasonable control which, without in any way limiting the generality of the foregoing, whether foreseen or unforeseen, shall include the following events: flood, hurricane, tornado, earth quake, fire, or other similar catastrophe; riots, wars, restraint of rulers or people, act of terrorism; sabotage, power outage, strike, blockade or embargo or similar general labour disputes; embargo or requisition or similar acts of government, or epidemic or quarantine restrictions, or delays in the performance of either Party's subcontractors caused by any such circumstances;

2.21 **“Intellectual Property Rights”** means any and all rights, including Erico Group Limited and MNO Intellectual Property, in the nature of intellectual property rights anywhere in the world (whether registered or unregistered) owned, possessed or controlled by a party, directly or indirectly, including, without limitations, patents, trademarks, service marks, design rights, copyrights (including all copyright in any designs and computer software), source codes. Moral rights, database, trade or business names, domain names and confidential Information, whether capable of registration or not, but including any right to register same.

2.22 **“Network”** means the Global System for Mobile telecommunication (“GSM”) system operated by Vodacom and covering those areas within the United Republic of Tanzania as stipulated from time to time by Vodacom;

2.23 **“Parties”** means the MNO and Erico Group Ltd and “a party” means either of them;

2.24 **“Participating Agreement”** means the terms and conditions between Vodacom and third parties utilizing the Digital Education Platform.

2.25 **“Permissions”** means all necessary permissions, consents, licences, approvals,

registrations or authorisations required by Applicable Law to be held by Erico Group Limited or any of its Affiliates or by Vodacom from time to time;

2.26 "**Personal Data**" means any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including the Vodacom Customer/subscriber Data, the Acceptance Data, the Shared Personal Data and the Vodacom Personal Data;

2.27 "**Processing**" means [any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction], and "process" shall be construed accordingly;

2.28 "**Product Package**" means the bundling of more than one service(s), platform, software, solutions, other materials and sell as one solution to end user.

2.29 "**Receiving Party**" means any Party that receives Confidential Information from the Disclosing Party pursuant to this Agreement;

2.30 "**Regulatory Authority**" means the Government of the United Republic of Tanzania, Parliament or any legislative organ any court, tribunal, any ministry (or department or division thereof), parastatals, any authority or division thereof (including any regional and local authorities of Tanzania) and any agencies, owned or controlled by the Government of the United Republic of Tanzania and having statutory competence to regulate or promulgate rules and regulations governing or touching and concerning matters, transactions and issues contained or relating to this Agreement.

2.31 "**Retail Service**" means the provision by the MNO of Digital Education Solution and associated service in the territory using the Digital Education Platform.

2.32 "**Revenues**" shall mean any and all revenues, income and fees generated from the Digital Education Platform.

2.33 **"Services"** means software, including Application Program Interfaces (APIs), and all associated written and electronic documentation and data owned by / licensed byErico Group Limited to the MNO. Software does not include software that is not furnished to the MNO by Erico Group Limited.

2.34 **"SIM Card"** means the subscriber identity module which when used with the appropriate mobile phone equipment enables a Customer to use the Vodacom Service.

2.35 **"System Infrastructure"** means infrastructure that is composed of physical and virtual resources, excluding the server, that support the flow, storage, processing and analysis of data;

2.36 **"Taxes"** means any applicable taxes relating to the sale, transfer of ownership, installation, license, or provision of the Platform, Services and / or Software.

2.37 **"Third Party Software"** means software, including APIs, and all associated written and electronic documentation and data that are not provided or licensed by the MNO.

2.38 **"Third Party Service"** means a service provided directly to the MNO by a third party under a separate agreement between the MNO and the third party.

2.39 **"Trademarks"** shall mean the trade or service marks associated with the Product Features, including without limitation, the Brand Design and the Brand Name;

2.40 **"Territory"** means the United Republic of Tanzania

Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons and vice versa.

If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party then, notwithstanding that such provisions contained

in this clause, effect shall be given thereto as if such provision were a substantive provision in the body of the agreement.

3 COMMENCEMENT AND DURATION

- 3.1** This agreement will take effect on the Effective Date hereof and shall be in force for an initial period of 2 years.
- 3.2** Upon expiry of the initial 2 years, the agreement shall automatically renew itself indefinitely unless terminated in accordance with the relevant termination clauses of this agreement.

4 OBLIGATIONS OF VODACOM

Vodacom hereby agrees with the partner that it will during the continuance of this agreement;

- 4.1 Review Partners solution and quotation and agree on commercials before the partner is required to start working with Vodacom
- 4.2 Provide Training from time to time to the Partner's staff on the business in particular on Vodacom Products and Services.
- 4.3 Keep the Partner informed about any enhancement and additional functionality to its network or additional functions or features thereof that it introduces.
- 4.4 Provide access to communications channels to Customer including SMS, USSD, MPESA-App in App notifications, including all related costs for these channels for notification, marketing, educations content and other alerts.
- 4.5 Provide co-branding for the proposition in the market. For avoidance of doubt, Vodacom shall provide the marketing spend for the Service
- 4.6 Provide server hosting environment and facilities, and fully maintain these for the duration of the Agreement.
- 4.7 Manage together with Partner the product evolution and roadmap, including necessary coordination and consultation between different stakeholders.
- 4.8 Provide project lead and business analyst to manage the partnership from Vodacom point of view.



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- 4.9 Ensure customer support personnel have knowledge base and basic knowledge on the Platform despite the service being supported by the Partner.
 - 4.10 Immediate suspension of the Agreement for failure of Partner to perform its obligations set out herein or any failure to comply with reasonable instructions as issued by Vodacom. For avoidance of doubt, prior to immediate suspension, Vodacom shall notify Partner of failure to comply, for which Partner shall have fourteen (14) business days to remedy the situation prior to any suspensions.
 - 4.11 Provide 1st Line Customer support for Customers including Call Centre services unless agreed otherwise and in writing.

5 OBLIGATIONS OF PARTNER

- 5.1 Implement and comply with any policies issued by Vodacom from time to time which address fraudulent or unlawful use of Services, and/or any mobile device. The policies referred herein must prior to its implementation be communicated to Partner and mutually agreed as to its implementation and compliance.
- 5.2 Will strictly adhere to Vodacom's product/service list provided.
- 5.3 Will work together with Vodacom to create value adding services such as preparing digital platform solutions that can be incorporated into connectivity solution offered by Vodacom that shall attract Customers joining Vodacom to get end to end seamless solution from one point of contact.
- 5.4 Will not directly or indirectly act as principal, agent or employee for selling products or services similar to those of Vodacom or designed to perform the like functions as those of Vodacom whether alone or in conjunction with any other products or services;
- 5.5 Will not make any representations or give any warranties other than those contained in Vodacom's conditions of sale or those provided by the products manufacturers or suppliers.

6 DELIVERABLES

The Partner:

- 6.1 Will work with Vodacom to visit, present and understand customer requirement.

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- 6.2 Will ensure at all times during the Agreement duration that the applicable platform, its operating software, applications and related licenses pertaining to the healthy operations of the platform are fully maintained and paid for;
 - 6.3 Will support Vodacom to on-board, integrate other digital content partner platforms to the Digital Education Platform and ensure healthy operations of the solution as expected.
 - 6.4 Will prepare part of solution that is not within Vodacom product range but that will add value to the existing product range and customer, integrate seamlessly with product provided with Vodacom
 - 6.5 Will prepare quotation of the solution to Vodacom so that Vodacom can bundle the price with the main contract/quotation to Customer;
 - 6.6 Will work with Vodacom to make sure solutions are deployed within agreed timelines.

7.0 FEES AND PAYMENTS.

- 7.1** In consideration of services provided by the Partner as per this Agreement, Vodacom shall pay the Partner as per the prevailing quote per Service. The quote shall not at any time exceed the tariff rate agreeable between the Parties and attached hereto as a Schedule.
- 7.2** The Parties will share on real time basis the revenue collected at 60:40 (being MNO: Erico Group Limited) after deduction of all related costs ("**Revenue Share**")
- 7.3** The Revenue shall be determined by the number of active devices the school, college has put and calculated based on agreed price rate OR for the prepaid services will be on each active log into the platform.
- 7.4** The Partner shall be paid within one month of receiving an invoice from Erico Group Limited which shall be accompanied by a written statement of active connections/devices for a particular month which the MNO shall use to

reconcile with own record of active connections/devices and audit its corresponding data. In any case of conflict or inconsistencies, Vodacom's data shall prevail and take precedence.

7.5 Payment shall be made by EFT (Electronic Fund Transfer) and in Tanzanian Shillings (unless otherwise agree by the Parties in writing) into the bank account nominated by the Erico Group Limited:

Name: Erico Group Limited

Bank name: NMB BANK

Account Number: 22310038116

Swift: NMIBTZTZ

A/c Name	ERICO GROUP COMPANY LIMITED
A/c No	22310038116
Bank Name	NMB
Bank Address	NMB House Branch
Swift Code	NMIBTZTZ

7.6 Vodacom shall inform Erico Group Limited of any discrepancies or variance

between the Parties' data with 14 (Fourteen) days of receipt of the invoice and statement. In the event of discrepancies or variance between the Parties' data, the Parties shall use their best efforts to resolve such discrepancies or variance between the Parties' data as expeditiously as possible within 30 days from the date when Vodacom advises Erico Group limited on such discrepancy or variance.

8.0 BRANDING GUIDELINES, MEDIA & PUBLICITY

- 9.1** Brand Name and Brand Design shall only be used by the Parties in accordance with the branding guidelines as shall be agreed between the Parties within thirty (30) days of the date of this Agreement.
- 9.2** No party shall use any other Party's name or trademark or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, in any promotional or marketing materials, lists or business presentations, without written consent from and consultation with the other Party, except for announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements.
- 9.3** Vodacom shall own the brand design and brand name as used in any written form or publication, including variants in writing of the same and all variations in letter case and spacing.

9.0 REGULATIONS AND POLICIES

- 9.1** The parties undertake to comply with all directives of any competent regulatory authority which govern their respective businesses, and which are applicable to this Agreement. In this regard it is recorded that none of the Parties hereto will be in breach of this agreement as a result of it complying with any directive of a competent authority, where such directive is applicable to this agreement. Should any of the parties hereto be unable to perform their obligations under this agreement as a result of compliance with such directive, then the provisions of clause below shall apply.

9.2 The parties undertake to abide by rules of ethics as contained in their respective policies. In particular, each party shall ensure compliance with the guiding principles governing ethical behaviour. A copy of each party's ethics policies can be availed to the other upon requesting it.

10.0 NON-EXCLUSIVITY

10.1 The partner will carry out the Business throughout the country, subject to any restriction that may be imposed by VODACOM in writing.

10.2 This is an exclusive agreement as far as the Partner is concerned. The Partner is not to engage in the Partnership business with any competing business to MNO. On the other hand Vodacom reserves the right to appoint as many Partners as it desires as it is reasonably considers necessary to do so.

11.0 RIGHT TO COMPENSATION AND INDEMNITY

11.1 Vodacom shall not be responsible for any acts or omissions of any kind of the Partner or any of the Partner's employees, representatives, partners, agents or sub agents. The partner shall indemnify Vodacom from and against any and all loss, damage or liability whether criminal or civil suffered and legal fees and costs incurred by Vodacom resulting from a breach of this Agreement or Applicable Law and Regulation.

11.2 The right to compensation and indemnity referred to in this clause includes also any act of neglect or default of the partner under this agreement; any breach resulting in any successful claim by any third party alleging libel or slander in respect of any matter arising from the supply of the Products or Services or conduct of the Business.

11.3 Each Party's maximum aggregate liability under or in connection with this Agreement (other than expressly set out elsewhere in this Agreement), whether in contract, tort (including negligence) or otherwise, shall in no

circumstances exceed actual direct damages suffered by either Party.

11.4 Nothing in this Agreement shall exclude or in any way limit:

- 11.4.1. either party's liability [for fraud, fraudulent misrepresentation or death or personal injury caused by its negligence or any liability] to the extent such liability may not be excluded or limited as a matter of law;
- 11.4.2. either party's liability for repudiatory breach, wilful breach or wilful abandonment of any of its obligations under this Agreement;
- 11.4.3. either party's liability for misuse or misappropriation of any of the other party or its licensor's Intellectual Property Rights by the first party or any of its Affiliates;
- 11.4.4. the either party's liability for breach of confidentiality

11.5 In no event will Vodacom be liable under or in connection with this Agreement for:

- 11.5.1. loss of actual or anticipated income or profits;
- 11.5.2. loss of goodwill or reputation;
- 11.5.3. loss of anticipated savings;
- 11.5.4. loss of contract or business opportunity;
- 11.5.5. any indirect, incidental, special, exemplary, consequential or punitive

loss or damage of any kind,

11.5.6. in each case howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

12.0 INTELLECTUAL PROPERTY RIGHTS

12.1 Erico Group Limited Intellectual Property:

12.1.1 Erico Group Limited and its licensors shall retain and own all right, title and interest in and to the Digital Education Platform and all Intellectual Property Rights therein. The MNO shall use all reasonable endeavours to safeguard the Erico Group Limited and its licensor's Intellectual property and to report promptly to Erico Group Limited any infringement and / or third party claim relating to Erico Group Limited or its licensor's intellectual property after such infringement or claim comes to the attention of the MNO, directly or indirectly.

12.1.2 Any Intellectual Property created for the MNO by Erico Group Limited including any customisation of the platform, shall vest solely with Erico Group Limited or such companies nominated by the Erico Group Limited in their sole discretion.

12.1.3 Erico Group Limited warrants that no claims have been made or threatened in respect of the Erico Group Limited Intellectual Property; no demands of any third party have been made pertaining to them; and no proceedings have been instituted or are pending or threatened that challenge the rights of Erico Group Limited in respect thereof. Erico Group Limited will defend the

MNO against any claims by a third party, that Erico Group Limited or its licensor's Intellectual Property or any part thereof infringe the intellectual property rights of such third party provided Erico Group Limited is given immediate and complete control of such claim and the MNO does not make any admissions or otherwise prejudice or compromise Erico Group Limited's defence of such claim and the MNO give Erico Group Limited all reasonable assistance, at Erico Group Limited's cost, with the defence or settlement of such claim. Erico Group Limited agrees to pay the amount finally awarded against the MNO by a court of competent jurisdiction in respect of such claim and shall pay the same on the date determined by such court.

12.2 MNO Intellectual Property:

12.2.1 The MNO and its licensor's shall retain all Intellectual Property Rights in and to the MNO Intellectual Property, more specifically relating to its network and systems.

12.2.2 MNO shall use all reasonable endeavours to safeguard the MNO Intellectual Property and to report promptly to the MNO any infringement and / or third party claim relating to the MNO Intellectual Property after such infringement or claim comes to the attention of MNO, directly or indirectly.

12.2.3 The MNO warrants that no claims have been made or threatened in respect of the MNO Intellectual Property; no demands of any third party have been made pertaining to them; and no proceedings have been instituted or are pending or threatened that challenge the rights of MNO in respect thereof. MNO will defend MNO and its licensor's against any claims by a third party, that the MNO Intellectual Property or any part thereof infringe the intellectual property rights of such third party provided MNO is

given immediate and complete control of such claim and MNO and / or its licensors do not make any admissions or otherwise prejudice or compromise MNO defence of such claim and MNO and / or its licensors give MNO all reasonable assistance, at MNO's cost, with the defence or settlement of such claim. MNO agrees to pay the amount finally awarded against MNO and its licensors by a court of competent jurisdiction in respect of such claim and shall pay the same on the date determined by such court.

12.3 Each party acknowledges that it acquires no right under this agreement to the other Party's Intellectual Property and associated Intellectual Property Rights other than the limited licences expressly granted in this Agreement.

12.4 Neither Party shall use the trademarks or trade names of the other party or any word, symbol or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product without the prior written consent of the other party.

12.5 Each party indemnifies the other party (including its Associates and Affiliates) for any claims brought against the other party (including its Associates and Affiliates) or its licensors by a third party for alleged or actual infringement of Intellectual Property Rights of a third party arising out of any claim that the indemnifying party does not own or control the necessary rights in order to make the grant of rights, licenses and this Agreement, or that the exercise of such rights, licenses and permissions by the other party or its Associates or Affiliates violates or infringes the rights of that third party.

12.6 The terms of, and obligations imposed by, this clause shall survive the termination of this Agreement for any reason.

13.0 TEMPORARY SUSPENSION OF VODACOM'S SERVICES

It is agreed between the parties that Vodacom is entitled to temporarily suspend some of its services in order to modify, increase, maintain or fix components of the network. The partner shall not be entitled to any compensation for such interruptions of Vodacom's network. Any temporary suspension will be kept to a minimum consistent with restoration of service.

14.0 FORCE MAJEURE

- 14.1** None of the parties hereto shall be liable to the others for inability to perform or delayed performance in terms of this Agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence/happening of such cause has been drawn to the attention of the other parties within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event").
- 14.2** For the purposes of this clause a force majeure event shall without limitation of the generality of the foregoing, be deemed to include strikes, lock outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightning, act of local or national Government, Martial Law, epidemics or quarantine restrictions or any other cause beyond the reasonable control of the party effected.
- 14.3** If a period of 4 (four) weeks has elapsed and the condition of force majeure persists, then any of the parties hereto shall be entitled to cancel this Agreement with immediate effect and without liability for such early cancellation.

15.0 SANCTIONS AND TRADE/EXPORT CONTROL LAWS

- 16.1** The parties shall each comply with the applicable laws relevant to this Agreement. Each party shall have an obligation to notify the other in the event of a breach of such laws or a change of status in respect Sanctions and Trade control. In such circumstances, each party shall have the right to suspend services or terminate the Agreement with immediate effect and without liability.

16.0 CONFIDENTIALITY OF INFORMATION

- 16.1** The Partner shall during the term of this Agreement and for a period of one (1) year after its termination, hold in strict confidence and not to disclose to any third party any confidential and proprietary information that might have been provided or disclosed by Vodacom, including but not limited to marketing material, adverts, price lists, market studies, traffic and subscribers statistics or information, software products, intellectual property, company policies and procedures etc.
- 16.2** Neither party shall directly or indirectly during the term of this agreement procure the services of any employees of the other party without the prior written consent of the other.
- 16.3** The partner shall hold in strict confidence and shall not disclose to any other party than Vodacom its records of subscribers, if any and upon termination of this Agreement, shall remit to Vodacom all such records.

17.0 WARRANTIES

- 17.1** Each of the parties warrants that:
- 17.1.1** It has full power and authority to enter into this Agreement;
 - 17.1.2** By entering into and performing its obligations under this Agreement, it will not be in breach of any obligation to a third party;
 - 17.1.3** It has, and will continue to hold, consents and applicable approvals to perform its obligations under this Agreement;
 - 17.1.4** It shall discharge its obligations under this Agreement using personnel of required skill, experience and qualifications and with all due skill, care and diligence including in accordance with best industry practice.
 - 17.1.5** It is not subject to an Insolvency Event and is not aware of anything likely to lead it to becoming subject to an Insolvency Event;
 - 17.1.6** There are no actions, suits or proceedings or regulatory

investigations pending or, to any Party's knowledge, threatened against or affecting either Party before any court or administrative body or arbitration tribunal that might affect the ability of either Party to meet and carry out its obligations under this Agreement;

- 17.1.7** It shall use reasonable endeavours not to knowingly or recklessly transmit any electronic content (including, without limit, viruses) to the other party which shall cause or be likely to cause, detriment or harm, in any degree, to computer systems owned by or licensed to the other party; and
- 17.1.8** It will routinely check and test its software and any software linking the parties for viruses using reasonably up to date commercially available virus checking software.

18.0 DATA PROTECTION

- 18.1** The parties and their sub-processors shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in this Agreement.
- 18.2** Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any Data Protection Regulator or the other party on request.
- 18.3** If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 18.4** Without prejudice to any other rights or remedies of either party, each party shall indemnify the other party against all Losses suffered or incurred by

the other party or for which the other party may become liable due to any failure by the indemnifying party or its sub-processors or other sub-contractors, staff or agents to comply with Data Protection Laws or any of its obligations in this clause 18.

- 18.5** Parties shall process the Data only for the agreed purposes set out in this Agreement and shall not disclose or allow access to the Shared Personal Data by any third party (except as expressly set out in this Agreement or otherwise agreed in writing between the parties);
- 18.6** Each Party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (and to provide evidence of such measures to the other party on reasonable notice);
- 18.7** Each Party shall ensure that there is an appropriate legal basis for any transfer of Shared Personal Data outside the Territory / relevant geographic area.
- 18.8** Where Partner is acting as Data Processor in respect of Vodacom's Personal Data, Partner shall:
- 18.8.1** Process such Personal Data;
 - 18.8.2** Only in accordance with Vodacom's written instructions from time to time (including those set out in this Agreement), and
 - 18.8.3** Only for the duration of this Agreement;
 - 18.8.4** Not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the Vodacom in writing;
- 18.9** Ensure that only authorised Associates have access to such Personal Data;
- 18.10** Ensure the reliability of all its Associates who have access to such Personal Data, and ensure that any such Associates are committed to binding

obligations of confidentiality when processing such Personal Data;

- 18.11** implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
- 18.12** Not transfer, access or process such Personal Data outside the Territory / relevant geographic area] without the prior written consent of Vodacom;
- 18.13** Each party shall reasonably assist the other in complying with all applicable requirements of the Data Protection Laws. In particular, each party shall notify the other without undue delay on becoming aware of any breach of the Data Protection Laws.
- 18.14** The parties shall use reasonable efforts to ensure that all Personal Data are pseudonymised, where reasonably practicable and that Personal Data are encrypted whenever stored or transferred.
- 18.15** Notwithstanding all the above, Vodacom may require Partner to execute a Data Processing Agreement in compliance with any Data Protection Laws.

19.0 TERMINATION

Each party hereto ("**the aggrieved party**") shall be entitled to terminate this agreement:

- 19.1** Without prejudice to any other remedies Vodacom may have against the partner, Vodacom shall have the right to terminate this Agreement if the partner commits a breach of any of the terms of this agreement, Vodacom shall the right to terminate this agreement by giving thirty (30) days written notice to the partner without compensation or indemnification whatsoever.
- 19.2** Notwithstanding the provisions of paragraph 19.1 herein above, Vodacom shall have the right to terminate this agreement with immediate effect upon written notice, without any compensation or indemnification to the partner in any of the following events;

-
- 19.2.1** if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal or enters into any compromise or arrangement with its creditors (other than for the sole purpose of a solvent reconstruction or a scheme for a solvent amalgamation of that other party with other companies);
- 19.2.2** If the principal shareholder(s) of the partner becomes bankrupt or insolvent, compounds with his or its creditors or takes or suffers any similar action in consequence of debt or goes into liquidation, voluntary or compulsory.
- 19.2.3** If civil or criminal action is conducted against the Partner or if it conducts itself in a manner which in the reasonable opinion of Vodacom is prejudicial to Vodacom's interests and repute.
- 19.2.4** If the Partner is involved in unlawful or illegal trading.
- 19.2.5** In case of material breach.
- 19.2.6** if a petition is filed, or a notice is given, or a resolution is passed or an order is made for or in connection with the winding up of that other party (other than for the sole purpose of a solvent reconstruction or a scheme for a solvent amalgamation of that other party with other companies); or
- 19.2.7** If an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- 19.2.8** If one of the parties hereto has its licence revoked.
- 19.2.9** If there is any material change in the identity of the management executives, directors, shareholders or partners of the partner following a sale or a part or the totality of the shares or interests of the Partner's business.
- 19.2.10** For any other/without reason, the partner is prevented from performing this Agreement for a continuous period of sixty days (60) or for a total of sixty days (60) in any period of six (6)
-



months.

- 19.3** Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other after the initial period of 12 month.

20.0 CONSEQUENCES OF TERMINATION:

Upon termination of this Agreement for any reason:

- 20.1** each party shall on the reasonable request of the other party promptly deliver (at the other party's written request) or dispose of any and all materials and property belonging or relating to the other party (including all Confidential Information) and all copies of the same, which are then in its possession, custody or control, and shall, on the request of the other party, certify in writing that it has been done;
- 20.2** The partner shall cease to promote Vodacom Business or Vodacom products and Vodacom Services or make any further use of the trademarks or intellectual property of Vodacom.
- 20.3** Vodacom shall retain the Records in compliance with Applicable Law following the effective date of termination;
- 20.4** The partner shall continue supporting the services provisioned to end customer upon termination of this Agreement for the remaining customer contract duration.
- 20.5** Each Party to bear own costs pertaining to the Services and expenses incurred as a consequence of termination of this Agreement. In no event shall either Party be liable for the direct and indirect termination costs of the other Party or said other Party's expenses or losses caused by or related to the termination
- 20.6** each Party shall upon termination and any period thereafter, assist each other with data and information portability as to industry-standard, off-the-shelf database applications as and when shall be required. For avoidance of

doubt, all data and information shall include all information and data received, generated or computed for the benefit of services envisaged herein.

20.7 Provisions of this Agreement which are either expressed to survive its termination or which from their nature or context are contemplated to survive termination shall remain in full force and effect notwithstanding termination of this Agreement.

21.0 ASSIGNMENT AND SUB-CONTRACTING

21.1 The Agreement is specific to the Partner and the Partner shall not be entitled to cede or assign its rights and / or delegate its obligations, either partially or entirely, to a third party without the prior written consent of Vodacom.

21.2 Vodacom shall be entitled to subcontract any or all of obligations under this contract with consent of the Partner, which shall not be unreasonably withheld.

22.0 GOVERNING LAW AND DISPUTE SETTLEMENT

22.1 This Agreement shall be governed by and construed by the laws of the United Republic of Tanzania.

22.2 Due to the importance of this Agreement each party hereby agrees that without prejudice to the rights of the parties under this Agreement or under any relevant law they will use their reasonable endeavours to ensure that all disputes in connection with this Agreement are settled amicably.

22.3 In case parties fail to resolve their differences within 60 days of dispute, they may refer the dispute to relevant courts of competent jurisdiction in Tanzania.



23.0 COMPLIANCE WITH ANTI-BRIBERY LAWS

Either party shall:

- 23.1** Comply with all Applicable Law in relation to bribery and corruption as it is a matter of fundamental importance for Vodacom and its Affiliates. Each party shall, procure that its Associates and Affiliates shall Act in accordance with all Applicable Law relating to bribery and corruption;
- 23.2** Not do or omit to do anything likely to cause the other party or any of its Affiliates to be in breach of any such Applicable Law;
- 23.3** Not give, offer, promise, receive or request any bribes (financial or other advantage), including in relation to any public official;
- 23.4** Maintain proportionate and effective anti-bribery compliance measures (including for gifts and hospitality), designed to ensure compliance with such Applicable Law, including the monitoring of compliance and detection of violations;
- 23.5** Reasonably assist the other party and any of its Affiliates on request to comply with its obligations related to bribery and corruption required by such Applicable Law.
- 23.6** Only be paid for goods delivered or services performed, by wire transfer or other traceable instrument to a bank account in its name;
- 23.7** Shall promptly notify the other party any allegation of fraud, bribery or corrupt practices made against it in court, arbitration or administrative proceedings, or any investigation is commenced in respect of such allegations; at any time during the term of this Agreement.
- 23.8** Indemnify the other party and its directors, officers, employees, agents and affiliates against all losses which they have suffered as a result of breach or deemed breach of this clause by the defaulting party.
- 23.9** If Vodacom (acting in good faith) determines that there has been a breach



by the Partner of this clause, Vodacom shall have the right to terminate this Agreement without prejudice to Vodacom's rights under this Agreement or at law.

24.0 DOMICILIUM AND NOTICES

- 24.1** The parties choose domicile citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process, the payment of any monies and for any other purpose arising from this agreement, as follows:
- 24.2** Vodacom Tanzania PLC, 7th Floor, Plot 23, Vodacom Tower, Ursino Estate, Bagamoyo Road, P.O. Box 2369 Dar es Salaam, Tanzania. Phone: +255754100100.
- 24.3** Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 24.4** Any notice given by any party to the others ("the Addressee") which:
- 24.4.1** Is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;
- 24.4.2** is posted by prepaid registered post to the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the fourth (4th) day after the date of posting;
- 24.4.3** is sent by facsimile to the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the day following that during which such facsimile is sent, provided that notices sent in this manner shall be confirmed by registered post to the Addressee at its domicilium for the time being.

25.0 GENERAL

- 25.1** This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that:
- 25.1.1 in entering into this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement; and
- 25.1.2 Its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
- 25.2** No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 25.3** No indulgence which any party hereto ("the grantor") may grant to the others ("the grantees") shall constitute a waiver or abandonment of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantees which may have arisen in the past or which might arise in the future.
- 25.4** Nothing in this agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and none of the parties hereto shall have the authority or power to bind, or contract in the name of, or to create a liability against, the others in any way for any purpose.
- 25.5** None of the parties hereto may cede any of its rights or delegate any of its obligations in terms hereof to any other person, without the prior written approval of the other parties, which approval shall not be unreasonably withheld.

25.6 If any term of this Agreement is found to be illegal, invalid or unenforceable under any Applicable Law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with the minimum modification(s) as may be necessary to make it valid.

25.7 Counterparts: This Agreement may be executed in any number of counterparts, either electronically or manually, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

SIGNED and WITNESSED Day of 2023

Anthonell

14 April 2023 | 17:18 EAT

H. M. S.

18 April 2023 | 16:20 EAT

For and on Behalf of Vodacom Tanzania
Public Limited Company.

As Witness

SIGNED and WITNESSED on the

12

Day of APRIL 2023

Erick Yohani Lyugih

EYL

For and on Behalf of Erick Group
Company Limited

Catherine Billygraham Lema

CBL

As Witness



Annexure 1: REVENUE DISTRIBUTION

Sample 1: Private Tutor (Revenue Distribution)

If student pays full fee (i.e. for all course sessions)

Private Tutor		Per Student Example
Market Price Review Course (e.g. CPA)	TZS (XXX)	TZS 150,000.00
Number of Sessions assumed (Divide)	XX	16
Cost Per Session	XX	TZS. 9,375.00

M-PESA Fees 2% (less)	2%	XX	TZS 187.50
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Balance B/F			TZS 9,187.50
Revenue Share			
Tutor Share of Revenue 80%	80%	XX	TZS 7350.00
Platform owner (40% of the balance)	40%	XX	TZS 735
Vodacom Share (60% of the balance)	60%	XX	TZS 1102.50

Sample 2: Digital Content (Revenue Distribution)

If a user buys a digital book.

Digital Content Provider		Per Content Example
Market Price (e.g. Soma Kwanza)		TZS (XXX) TZS 5,000.00

M-PESA 2% (Less)	XX	TZS.100.00
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Balance B/F		TZS 4,900.00
Revenue Share		
Soma Kwanza initiative	50%	XX TZS 2,450.00

Platform owner (40% of the balance)	40%	XX	TZS 980.00
Vodacom Share (60% of the balance)	60%	XX	TZS 1,470.00

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Annexure 2: Pricing.

Band	Level 1 - Low	Level 2 - Mid	Level 3 - Higher
Features	<ul style="list-style-type: none"> -Registration -Attendance (record attendance of classes) -Timetable -Fees -Exam results (record them on Platform) -E-Exams(Quizer) -Digital white board(Ether Pad) -E-Learning (O-Class) -Online Library (O-Lib) -Storage (O-drive) -Bulk SMS Communication (Njiwa) 	<ul style="list-style-type: none"> -Registration -Attendance (record attendance of classes) -Timetable -Fees -Exam results (record them on Platform) -E-Exams(Quizer) -Digital white board(Ether Pad) -E-Learning (O-Class) -Online Library (O-Lib) -Storage (O-drive) -Bulk SMS Communication (Njiwa) 	<ul style="list-style-type: none"> -Registration -Attendance (record attendance of classes) -Timetable -Fees -Exam results (record them on Platform) -E-Exams(Quizer) -Digital white board(Ether Pad) -E-Learning (O-Class) -Online Library (O-Lib) -Storage (O-drive) -Bulk SMS Communication (Njiwa)



Low			
Band 1	Quantity	Comments	
Connectivity	30Mbps	-School will be given fixed DIA , Mobile customers of Vodacom will be zero rated to access platform	
Platform	level1	-Annual scale (also options to pay per semesters)	
Price band		Charge per Student full year	TZS 15,000.00
MID			
Band 2	Quantity	Comments	
Connectivity	30Mbps	-School will be given fixed DIA , Mobile customers of Vodacom will be zero rated to access platform	Optional
Platform	level2	-Annual scale (also options to pay per semesters)	
Price band		Charge per Student full year	TZS 15,000.00
High (Universities)			
Band 3	Quantity	Comments	
Connectivity	30Mbps	-School will be given fixed DIA , Mobile customers of Vodacom will be zero rated to access platform	
Platform	level3	-Annual scale (also options to pay per semesters)	
Price band		Charge per Student full year	TZS 10,000.00
Private tutor			
	Onboarding fee	0 charge	
	Platform Fees: Revenue Share	(per Course X% Vodacom and (100-x)% Private tutor)	
		The suggested percentage for revenue share is 20% of generated revenue. (VTZ 60% Erico 40%)	
Payment Terms			
Institutions	Advance payment for Institution		
Private Tutor	Private Tutor proceeds to be collected in collection account and then proceeds shared as per suggested revenue share of 20%		
Billing Cycle Institution			
Tenure	Discount		
12 Months			
6 Months			
3 Months			



Annexure 3: DIGITAL PLATFORM SOLUTIONS

Service Level Agreement (SLA)

SLA PARAMETERS		Tanzania				
Availability (without failover)		<ul style="list-style-type: none"> 99.4% - 24-hours a day - (sites with MTTR 4 hrs.), calculated as follows: <p>Availability (%) = [(reference time - down time)/ reference time] *100 (reference time being 1 Month).</p>				
Mean Time To Repair (MTTR)	MTTR Hours	Days in a Calendar month	Total Hours in a month	% age Downtime	% age Uptime	
	4	30	720	0.6	99.4	
		Note: More delays might be experienced based on access availability to buildings and level of failure				
SERVICE CREDITS	VODACOM					
	Downtime reported Month	%age Discounts Offered on Monthly Invoices	MTTR Hours			
			4			
	Availability (monthly reports needed)	N/A	Availability \geq 99.4%			
		2%	Availability \leq 99.3%			
		4%	Availability \leq 98.3%			
		6%	Availability < 97.8%			

SERVICE REPORTING	Monthly network performance review; <ul style="list-style-type: none"> o Availability o MTTR
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Platform Availability Response Time	≤ 1 Hours	≤ 2 Hours	$4 \text{ Hours } \leq$
Classification	Minor/Moderate	Severe	Critical
Case	<ul style="list-style-type: none"> • Log in failure • Service Availability 	<ul style="list-style-type: none"> • Platform not responding • Connectivity and service availability 	Platform failure
Action Taken	<ul style="list-style-type: none"> • Immediate 	<ul style="list-style-type: none"> • Immediate 	<ul style="list-style-type: none"> • Immediate
Remedies	<ul style="list-style-type: none"> • Immediate 	Based on Level of failure (i.e. Server Availability)	Based on Level of failure
Function	Call Center Support 100	<ul style="list-style-type: none"> • E-Support Desk • Vodacom IT 	<ul style="list-style-type: none"> • Erico Group • Vodacom IT
Rout Cause Analysis Report Issued + Action Taken			



Escalation Matrix

DETAILS	1 ST LINE	2 ND LINE	3 RD LINE
Contact Person	Customer Support Operations Centre/ Key Account Manager	IT Operations / Product Owner	IT Operations / Partner Operations
SPOC	<p>Edna Mtema Manager VBU Support ...@vodacom.co.tz</p> <p>075471 &</p> <p>Sales Manager ...@vodacom.co.tz</p> <p>075471 (Schools, Institutions)</p>	<p>IT & Billing & Jackline Kajara</p>	<p>Ali Z. Ali aali@vodacom.co.tz</p> <p>&</p> <p>Yvone Bayona ybayona@vodacom.co.tz</p>



A handwritten signature consisting of stylized initials, possibly 'EF'.