GENERAL TERMS AND CONDITIONS FOR DELIVERY OF SERVICES

1. INCORPORATION OF OTHER DOCUMENTS

Thank you for choosing Safaricom. This Agreement sets out the general terms that apply to the Service you have ordered from us. Your usage of the Service may be subject to additional terms and conditions that are set out in a separate Service Schedule that you will be required to sign. Each applicable Service Schedule and Order Form that you sign in respect of a Service are hereby incorporated into this Agreement by this reference.

2. HOUSEKEEPING

2.1 WHAT SOME OF THE WORDS MEAN

2.1.1 Some of the words used in this Agreement have specific meanings. These words are capitalized throughout the Agreement and explained in clause 2.2 (Defined Terms).

2.1.2 The words below have the following meanings:

'you' and 'your' means you, the party that Safaricom is contracting.

Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our' and the like will mean either one or both of Safaricom and you, whichever makes sense in the context of the sentence.

2.1.3 The words 'include' or 'including' do not limit something to just the examples that follow.

2.2 Defined Terms

"Affiliate" means an entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of the foregoing, "control" shall mean the ownership of more than fifty percent (50%) of the

i. voting power to elect the directors of the entity or
ii. ownership interest in said entity.

"Agreement" means this agreement that is made up of these general terms and conditions, the applicable Service Schedules, the Order Form and if applicable to the Service, the Price List.

"DTA Country" means a country which has entered into a double tax agreement with Kenya and which agreement would allow Safaricom not to pay tax twice on the same income.

"Force Majeure Event" is any unforeseeable and exceptional situation or event beyond the control of the relevant Party which prevents either of them from performing any of their obligations under the Agreement, was not due to error or negligence on their part or on the part of a subcontractor or representative and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

"Governmental Authority" means any national or county government or any other administrative or regulatory body including without limitation, courts and public utilities.

"Order Form(s)" means the document you shall use to order for a Service(s). The Order Form shall be in the form of purchase order, or such other form (physical or electronic) as may be required by Safaricom that sets out information that includes the Services that you require, the applicable Service Fees and the Term.

"Price List" means the price for the Service(s) in the applicable Service Schedule.

"Ready for Service Notification" means a written notice from Safaricom to you that the Service ordered has been installed, tested, and is functioning properly in accordance with Safaricom's specifications for the Service.

"Safaricom" means Safaricom PLC.

"Safaricom Equipment " means any and all devices supplied by Safaricom that are used to deliver the Services, including but not limited to all terminal and other equipment, wires, fiber optic cables, lines, circuits, ports, routers, switches, cabinets, racks, private rooms and the like. Safaricom Equipment shall not include any devices sold to you by Safaricom or owned by you.

"Safaricom Network" means the telecommunications network which is owned and/or leased, operated and maintained by Safaricom or its Affiliates and that is used to deliver the Services.

"Safaricom Technology" means Safaricom's proprietary technology, including without limitation, Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and any related intellectual property rights throughout the world (whether owned by Safaricom or licensed to Safaricom from a third party).

"Services" or "Services" means the service that Safaricom will provide to you as listed in the Order Form.

"Service Commencement Date" means the date indicated in the Ready for Service Notification.

"Services Fees" means charges for Services (including but not limited to monthly recurring charges and non-recurring charges) that you will be required to pay as identified in the Order Form(s), Service Schedule or Price List as the case may be. Services Fees exclude applicable transaction taxes including but not limited to VAT which will be billed to you at the prevailing rate at the time of the invoice.

"Service Schedule" means the schedule that sets out service specific information including terms and conditions, specifications, the applicable solution design/architecture and other technical information applicable to the Service ordered.

"Term" means the period of time, as set out in the relevant Order Form, during which Safaricom will provide the Services to you.

"Termination Charges" means compensatory charges payable by you to Safaricom on termination of an Order Form calculated in accordance with the formula set out in the applicable Order Form or Service Schedule. We have agreed that these termination charges are a genuine pre-estimate of the loss that Safaricom would incur due to the termination of the Order Form and/or the remaining balance of the equipment purchased by the Customer on an amortized basis.

"Your Premises" means the location or locations occupied by you or your end users to which Safaricom will deliver the Service.

"Your Technology" means your proprietary technology, including without limitation, all text, pictures, sound, video, and log files, your software (in source and object forms), user interface designs, architecture and documentation (both printed and electronic), know-how, and any related intellectual property rights throughout the world (whether owned by you or licensed to you from a third party).

3. WHEN THE AGREEMENT STARTS AND ENDS

3.1 The Agreement starts on the Service Commencement Date and will carry on until:

3.1.1 the end of the Term; or

3.1.2 one of us ends it (in a manner permitted by the Agreement).

4 THE SERVICES

4.1 General. You may submit Order Form(s) requesting for the delivery of Services, each of which when accepted in writing by Safaricom will be governed by this Agreement.

4.2 Term/Service Fees. You agree to pay the Service Fee during the Term and for such longer time as you may use the Services. In the event Safaricom permits you to continue to use the Services after the end of the Term, then the Term will automatically renew for successive twelve (12) month periods. Either Party may terminate the Agreement before the end of the Term or any renewal term by providing thirty (30) days prior written notice of such intention to the other Party.

4.3 Payment. Unless otherwise agreed between the Parties in writing, billing for the Services shall commence on the Service Commencement Date. Safaricom shall invoice all Service Fees monthly (partial months will be pro-rated based on a calendar month) in advance except for the One Connect Service charges that are dependent on usage, which shall be billed in arrears. Any applicable deposit shall be paid during service activation and will be refundable at service termination upon settlement of all due bills. Where service is activated in the course of the month, prorated usage from date of activation to end of the month will be billed and included in the 1st months invoice. You shall pay all amounts due within thirty (30) days from the date of invoice to the bank account designated by Safaricom from time to time or through the Safaricom MPESA. Unless otherwise specified in an Order Form, all amounts shall be invoiced and paid in Kenya Shillings.

4.4 Withholding Tax if you deduct withholding tax from your payments to Safaricom, you will:

4.4.1 where the Service is provided in Kenya or a DTA Country, provide Safaricom with a withholding tax certificate in such format as may be prescribed by the Kenya Revenue Authority from time to time.

4.4.2 where the Service is provided outside of Kenya or in a non-DTA Country, gross up your payments to Safaricom so that the net amount Safaricom receives is equal to the amount it would have received had there been no deduction or withholding.

4.4.3 indemnify Safaricom in full including for any interest, fines and penalties charged by the taxing authority and any costs to defend the claim where Safaricom receives a claim from a taxing authority that it has not received withholding tax deducted.

4.5 Disputed Bills. In the event that you dispute any portion of a Safaricom invoice then you will be required to pay the undisputed portion of the invoice and submit a written claim for the disputed amount, documenting the basis of your claim. All claims must be submitted to Safaricom within seven (7) days of receipt of the invoice for those Services.

4.6 Unauthorized Use of Services. You will be solely responsible for all charges incurred in respect of the Services even if such charges were incurred through or as a result of unauthorized use of the Services unless such unauthorized use is proven to have been occasioned by a willful default by Safaricom. You will not resell, duplicate, transfer, give access to, copy, or distribute any part of the Service in any medium without Safaricom's prior written authorization.

4.7 Equipment Provided and Configured by you. Safaricom will not be responsible for the operation or maintenance of any equipment provided or configured by you and neither will Safaricom be responsible for the transmission or reception of signals by your equipment. You shall ensure that your equipment does not interfere with or otherwise degrade the operation of the Safaricom Equipment or the Safaricom Network. Safaricom shall have full control over the configuration of the Safaricom Network and Safaricom Equipment. You may choose to buy equipment from Safaricom at an amortized rate, with the exception of 5G routers which will only be available for outright purchase.

4.8 Services Provided by Safaricom Affiliates. If an Order Form requires the provision of a Service to you in a jurisdiction other than a jurisdiction within which Safaricom is authorized to provide services, such Service may be provided to you by an Affiliate of Safaricom or through a third party service provider. If the provision of the Services in such a jurisdiction requires that, in order for such Order Form to be enforceable, additional terms must be added or an additional contract be entered into with such a Safaricom Affiliate or third party provider, then the Parties shall incorporate such additional terms in the Order Form or enter into such an additional contract preserving to the fullest extent the terms set out in this Agreement.

4.9 Business 5G will be offered in areas where Safaricom has rolled out the 5G network. You will be able to access Business 5G using a 5G enabled device, and speeds will be dependent on the quality of network services in the area. All 5G For Business subscriptions shall be subject to a fair usage policy (FUP). Safaricom reserves the right to adjust the FUP as business and usage rules change, at any point within the life of the contract. In order to ensure that the 5G For Business resources remain available for business use, Safaricom reserves the right to filter out and block access to sites and servers which have traffic that could exhaust the allocated resources well before a month ends.

5. OWNERSHIP

5.1 Intellectual Property. You shall remain entitled to all right and interest in and to all of Your Technology and confidential information, and Safaricom is and shall remain exclusively entitled to all right and interest in and to all Safaricom Technology and its confidential information. Neither Party shall, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from the property of the other Party.

6. LIABILITY AND LIMITATION OF LIABILITY

6.1 Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER ANY ORDER OR THESE TERMS AND CONDITIONS, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF THE LIKELIHOOD OF SUCH DAMAGES.

6.2 NOTWITHSTANDING ANY OTHER TERM UNDER THIS AGREEMENT, SAFARICOM'S LIABILITY TO YOU AND YOUR REMEDIES ARE LIMITED TO ANY APPLICABLE SERVICE CREDIT DUE TO YOU AND YOUR RIGHT TO TERMINATE A PARTICULAR SERVICE ORDER.

6.3 When Safaricom is not liable to you. Notwithstanding any other term under this Agreement, Safaricom will not be liable if it fails to do something that it is supposed to do under this Agreement, whether or not there is a Force Majeure Event, to the extent Safaricom's failure is due to:

6.3.1 your failure to carry out any of your responsibilities under the Agreement, or you carry them out late, in which case you will pay Safaricom (where demanded) for any reasonable costs Safaricom incurs as a result of your failure;

6.3.2 a restriction or prevention by applicable law, a court order, an application for interlocutory relief or injunction.

6.3.3 you or your representatives written direction.

6.4 Disclaimer of Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, SAFARICOM MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR USE.

7. TERMINATING THIS AGREEMENT OR ORDER FORM

7.1 Termination by you. You may terminate an Order Form by sending to us your written notice of termination if we breach a material term of this Agreement and, if such breach is capable of remedy, we fail to cure such breach within thirty (30) days after receipt of your written notice

7.2 Termination or Suspension by Safaricom. Safaricom shall have the right, upon written notice, to immediately terminate or suspend this Agreement or any Order Form(s), and discontinue or suspend the delivery of the affected Services (without liability) in the event that:

i. you breach a material term of this Agreement or Service Schedule including the failure by you to pay sums when due;

ii. you commit a violation of: (i) any communicated Acceptable Use Policy or other rules relating to use of, access to, or security measures relating to the Services, or (ii) any law rule, regulation or policy of any Government Authority related to the Services or your use thereof;

iii. you engage in conduct that has caused or may cause material damage to Safaricom's Equipment, Network or third parties;

iv. Any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding are commenced against you;

v. In the event Safaricom receives any direction, notification, or instruction from any Governmental Authority to suspend or terminate the provision of Services to you.

7.3 Consequences of Termination. On termination of the Agreement or an Order you must stop to use the Services and will pay to Safaricom all Service Fees due, including any applicable Termination Charges.

8. MISCELLANEOUS PROVISIONS

8.1 Contents of Communications. Safaricom does not monitor and will have no liability or responsibility for the content of any data and/or communications transmitted via the Services. You acknowledge and agree that Safaricom and its Affiliates (together "the Providers") are only intermediaries for the transmission of your information and that the Providers play a passive role as a conduit of your information and that they neither initiate the transmission of information, select the receivers of the transmission, nor select or modify the information contained in the transmission.

8.2 Force Majeure. Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. The Party claiming relief under this clause shall exercise commercially reasonable efforts to minimize the time for any such delay. If a Force Majeure Event persists beyond thirty (30) days, the parties agree to meet and discuss an equitable solution taking into account the nature of the obligation involved, the likelihood of a workaround solution, and the extent to which the affected party is or will be adversely affected. If a Force Majeure Event persists beyond ninety (90) days, then you shall have the right to terminate the relevant Order Form.

8.3 Data Protection. During the performance of this Agreement, it may be necessary for Safaricom to transfer, process and store billing and utilisation data and other data (including personal information) necessary for the provision of the Services and its other obligations under this Agreement. You hereby consent to Safaricom's (a) transfer (including to its Affiliates and relevant third parties), storage and processing of such data; and (b) use of such data for its own internal purposes, for the performance of this Agreement and as allowed or required by law.

8.4 Data Privacy. Safaricom is committed to respecting and protecting the privacy of the information we collect from you in compliance with the applicable laws and obligations on data use and privacy. Our privacy statement, as updated from time to time, explains how we treat your personal data and protect your privacy when you use our Service and can be found on https://www.safaricom.co.ke/images/Downloads/Terms_and_Conditions/C1_Safaricom_Data_Privacy_Statement.pdf . Any update or amendment to these Terms and Conditions including privacy terms will be available on the Safaricom website www.safaricom.co.ke and will take effect from the date of notification of the update or amendment.

8.5 Governing Law; Dispute Resolution. The interpretation, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Kenya. Any dispute or difference between the Parties relating to the rights or obligations of the Parties under this Agreement which cannot be settled amicably shall be brought before Kenyan courts.

8.6 Severability; Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such offending provision(s) shall be stricken, and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

8.7 Assignment. You may not assign this Agreement without first obtaining Safaricom's prior written consent. Safaricom may assign this Agreement [to its Affiliate] without your prior written consent but you will be notified of the assignment.

8.8 Notice. Any notice or communication required to be given hereunder may be delivered by hand or email (with confirmation of delivery) at in the case of Safaricom, to Safaricom House, Waiyaki Way c/o the CEO and in your case to the address you provide in the Order Form or at such other address as may be subsequently communicated by either party by notice in writing.

8.9 Entire Understanding. This Agreement (including the Service Schedules, any Order Form and to the extent applicable the Price List), constitute the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications, or practices between you and Safaricom are hereby superseded insofar as they relate to the Services hereunder. This Agreement may be amended only in writing signed by a duly authorized representative of each of the Parties. In the event of any conflict between the documents comprising this Agreement, precedence shall be given to the documents in the following order: (i) this Agreement; (ii) the applicable Service Schedules; (iii) the Order Form.