Gebeta SMS Service Subscription Agreement – Holitech Solutions & Company X

Parties and recitals

Sample agreement. Items in [square brackets] are to be completed before signing.

This Gebeta SMS Service Subscription Agreement (the "Agreement"), dated [DD/MM/2026], for SMS API Integration is made in Addis Ababa, Ethiopia, between:

Holitech Solutions (the "Consultant"), operator of the Gebeta SMS gateway [Street address], [Kefle Ketema], Addis Ababa, Ethiopia Tel: [+251 ___ ___ ___] A legal entity organized and existing under the laws of the Federal Democratic Republic of Ethiopia, having its address in Addis Ababa, Ethiopia, which offers this contract on the one part; and

Company _____ (the "Client") City [_____], Sub City [_____], Addis Ababa, Ethiopia Tel: [+251 ___ ___ ___] A legal entity organized and existing under the laws of the Federal Democratic Republic of Ethiopia, having its head office in Addis Ababa, Ethiopia, on the other part.

The Consultant operates the Gebeta SMS gateway service (the "Service") using a short code supplied by Ethio telecom. The Client wishes to subscribe to the Service to send and receive SMS messages through the Consultant's platform and API.

NOW, THEREFORE, the Consultant and the Client agree to be bound by the following Articles.

1. Definitions

As used throughout this Agreement:

1. **"Agreement"** means the entire content of this document, any Proposal document(s) and Statement of Work (SOW), together with any Supplement, Exhibit or Schedule attached and incorporated by reference.
2. **"Client Content"** means all materials, information and credentials provided by the Client for use in, or incorporation into, the Deliverables.
3. **"Copyrights"** means the property rights in original works of authorship, as defined and enforceable under Proclamation No. 410/2004 (Copyright and Neighboring Rights Protection) and other relevant laws in force in Ethiopia from time to time.
4. **"Consultant Tools"** means all tools developed and/or used by the Consultant in performing the Services, including pre-existing and newly developed software and source code, web authoring tools, application tools, and general non-copyrightable concepts such as platform design, architecture, layout and navigational elements.

5. **"Final Deliverables"** means the final versions of Deliverables provided by the Consultant and approved and accepted by the Client.
6. **"Preliminary Works"** means all concepts, sketches, visual presentations or other preliminary designs and documents developed by the Consultant, whether or not shown to the Client.
7. **"Product"** means the application developed by the Consultant to provide the service requested by the Client.
8. **"Services"** means all services and work product to be provided to the Client by the Consultant as described in the Deliverables.
9. **"Third Party Materials"** means proprietary third-party materials incorporated into the Final Deliverables.
10. **"Trademarks"** means trade names, words, symbols, designs, logos or other devices used to designate the origin of goods or services.
11. **"Subscription"** means the services requested from the Consultant by the Client.
12. **"Short Code"** means the integer number supplied by Ethio telecom.
13. **"Credentials"** means the security username and password of the Short Code connected with Ethio telecom.
14. **"Final Work"** means the integration, or the access given to the Client to the platform, for their selected Subscription.
15. **"SMS"** means Short Message Service.
16. **"SMS Message"** means a message sent via Gebeta SMS Services.
17. **"SMS Content"** means all content sent via Gebeta SMS Services.
18. **"Recipient"** means a person who receives an SMS Message, whether intentionally or unintentionally.
19. **"Web Portal"** means the website through which Gebeta SMS Services can be accessed. "Gebeta SMS" means the SMS gateway service brand owned and operated by Holitech Solutions.

2. Scope of the contract

The objective of this Agreement is to accommodate the Client's interest in an SMS Gateway service by using the Consultant's Short Code, API and Web Portal.

3. Client rights and responsibilities

The Client acknowledges that it is responsible for performing the following in a reasonable and timely manner:

1. Taking full responsibility for all messages sent from the account created for it on the Consultant's system (dashboard).
2. Coordinating any decision-making with parties other than the Consultant.
3. Providing SMS Content in a suitable format.

4. Settling payment according to the agreed schedule.
5. Not sending SMS Messages to Recipients without their prior consent.
6. Sending and receiving SMS Messages using only local (Ethiopian) numbers. If the Client uses the Consultant's gateway to send or receive SMS Messages with non-local numbers, the Client bears all responsibility and covers any resulting fees charged to the Consultant.
7. Not sending SMS Messages to Recipients who have not consented, have opted out, or have made clear that they do not wish to receive SMS Messages.
8. Validating all SMS Content and ensuring the Services are not used to transmit Inappropriate Content. "Inappropriate Content" means any content that is obscene, offensive, threatening, defamatory, discriminatory, misleading or inaccurate; infringes the intellectual property of any third party; or violates any legal, regulatory, governmental or network-operator condition or code of practice.
9. Strictly complying with applicable Ethio telecom, Safaricom Ethiopia and Ethiopian Communications Authority (ECA) regulations during the term of this Agreement.
10. Being liable for the content and timing of all messages sent using the Services.
11. Not jeopardizing the functionality or operation of any part of the Services, including permitting or assisting any person to gain unauthorized access to, tamper with, reverse engineer, decompile, disassemble, rewrite or re-engineer any part of the Services.
12. Fully cooperating with the Consultant, without delay, to investigate and resolve any complaint raised regarding SMS Content sent by the Client.
13. Giving the Consultant written notice at least [15] days before the desired effective date of any change to its Subscription plan. The Consultant will make commercially reasonable efforts to accommodate the change, subject to availability and applicable terms.
14. Being liable for every Sender ID requested and used by its account.

4. Consultant rights and responsibilities

1. The Consultant shall provide full access to the Services promised in this Agreement.
2. The Consultant shall provide the following support to the Client free of charge:
    a. Ensuring every message is delivered to the Client's customers within the required time, except where the issue lies at the recipient's end (network, balance or handset problems).
    b. Addressing the Client's inquiries about system functionality and general service questions.
3. Support is available during Ethiopian working hours: Monday to Friday, 9:00 AM to 5:00 PM, and Saturday, 9:00 AM to 12:30 PM.
4. Client inquiries submitted officially by email or letter will be responded to within a maximum of one working day.

5. The Consultant reserves the right to modify Subscription plans, features or pricing on reasonable advance notice to the Client. Following such a modification, the Client may continue with the modified plan or terminate the Services under the termination provisions of this Agreement.
6. In the event of bankruptcy or any other sudden cessation of the Consultant's business, the balance deposited by the Client will be refunded in accordance with Article 13.

5. Confidential information

Each Party acknowledges that in connection with this Agreement it may receive confidential or proprietary technical or business information and materials of the other Party, including Preliminary Works ("Confidential Information"). Each Party, its agents and employees shall hold all Confidential Information in strictest confidence, shall not disclose it to any third party, and shall not use it except as necessary to perform its obligations under this Agreement or as required by a court or governmental authority.

Confidential Information does not include information that is in the public domain, becomes publicly known through no fault of the receiving Party, or is properly received from a third party without an obligation of confidentiality.

6. Sender ID ownership and responsibility

On request, the Consultant may give the Client the option to use specific Sender IDs for its SMS communications. "Sender ID" means the 11-character alphanumeric name displayed as the sender of an SMS Message.

1. **Client's responsibility.** Any Sender ID requested and used in connection with the Services is the sole responsibility of the Client.
2. **Ownership.** Any Sender ID provided or assigned by the Consultant remains the property of the Consultant. The Client acquires no ownership or intellectual-property rights in it.
3. **Compliance.** The Client is solely responsible for ensuring its use of Sender IDs complies with all relevant laws, regulations and industry guidelines, including obtaining any approvals or permissions needed for a specific Sender ID.
4. **Indemnification.** The Client shall indemnify and hold the Consultant harmless from any claims, damages or liabilities arising from its use of Sender IDs, including claims of intellectual-property infringement or regulatory violation.
5. **Changes and restrictions.** The Consultant may modify, suspend or restrict the use of any Sender ID at its discretion, including where the Sender ID is deemed inappropriate, infringing or in violation of applicable law.
6. **Termination.** On termination of the Services, the Client's right to use any Sender ID provided by the Consultant ceases, and the Consultant may reclaim or reassign it at its discretion.

By using Sender IDs in connection with the Services, the Client acknowledges and agrees to this Article.

7. Warranties and representations

7.1 By the Client. The Client represents, warrants and covenants to the Consultant that:

1. The Client holds all rights needed to use the Consultant's platform for the purpose it proposed, and any solution the Client offers through the platform is owned by the Client.
2. The Client Content does not infringe the rights of any third party, and the use of the Client Content and any Trademarks in connection with the platform does not and will not violate third-party rights.
3. All messages sent through the Consultant's Short Code are generated from an existing registered user phone number on the Client's platform, or are user-initiated messages sent by the system.

7.2 By the Consultant. The Consultant represents, warrants and covenants to the Client that:

1. It will provide the Services and produce the Deliverables identified in this Agreement in a professional and workmanlike manner, in accordance with reasonable professional standards.
2. It guarantees 99% uptime for its SMS gateway. If uptime falls below 99% in any given period, the Consultant will work to restore the Services within 12 hours.

8. Indemnification

8.1 By the Client. The Client shall indemnify, save and hold harmless the Consultant from all damages, liabilities, costs, losses or expenses arising out of any third-party claim, demand or action resulting from a breach of the Client's responsibilities, obligations, representations or warranties under this Agreement. The Client shall promptly notify the Consultant in writing of any such claim or suit and shall have sole control of the defense and related settlement negotiations. The Consultant shall provide commercially reasonable assistance, information and authority needed for the Client to perform its obligations under this Article.

8.2 By the Consultant. Subject to the terms, conditions, representations and warranties in this Agreement, the Consultant shall indemnify, save and hold harmless the Client from all damages, liabilities, costs, losses or expenses arising out of any finding of fact inconsistent with the Consultant's representations and warranties, except where such claims arise directly from the gross negligence or misconduct of the Client.

8.3 Termination for convenience. Either Party may terminate this Agreement at any time and for any reason by giving the other Party written notice at least 15 days before the intended

termination date. The Client remains responsible for all fees and expenses incurred by the Consultant up to the effective date of termination.

9. Term and termination

1. This Agreement commences on the Effective Date and remains in force until the Client's paid balance reaches zero.
2. This Agreement may remain effective for Services requested in the future if both Parties agree to continue using it, until terminated by either Party under Article 8.3 or superseded by a new Agreement executed by both Parties. New requests for Services must be of a time-and-materials nature or be performed under a new SOW executed by both Parties.
3. This Agreement may be terminated at any time by mutual agreement, or by either Party with immediate effect on notice, if the other Party becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors, or:
    a. Breaches any of its material responsibilities or obligations under this Agreement and fails to remedy the breach within 10 days of receiving written notice of it.
    b. The initial term of this Agreement commences on the Effective Date and continues in effect until termination.
    c. On expiry or termination for any reason, the Client shall pay the Consultant all undisputed amounts due and payable.
    d. The Consultant may terminate this Agreement immediately on written notice if the Client fails to comply with any law or regulation.
    e. Each Party may terminate this Agreement immediately if the other Party becomes subject to bankruptcy, reorganization or any similar company reconstruction, whether voluntary or involuntary.
    f. The Consultant may terminate this Agreement immediately, at its absolute discretion and without written notice, if the Client commits any fraudulent or unlawful conduct related to its use of the Services, and shall retain all rights to claim payment of accrued amounts and any indemnities.

On expiry or termination of this Agreement:

1. Each Party shall return or, at the disclosing Party's request, destroy the Confidential Information of the other Party.
2. Except as provided herein, all rights and obligations of each Party under this Agreement, other than the Services, survive termination.

10. Payment

The Client agrees to pay the amount stated for its chosen Subscription on the Consultant's website, inclusive of VAT.

1. With the package the Client receives:
    a. A prepaid balance that does not expire with time.
    b. The ability to send all kinds of SMS, and an API key.
    c. One SMS equals 159 characters for Latin script and 69 characters for Amharic.
2. The Client may update its Subscription or company information on the dashboard; all terms of this Agreement continue to apply to any upgrade.
3. Subscription fees are payable by the Client in accordance with the payment terms. Failure to pay on time may result in suspension or termination of the Services.
4. On termination of the Subscription, the Client's access to the Services under that plan ceases, and the Client may renew the Subscription or discontinue the Services.

11. Force majeure

The Consultant is not liable to the Client if it is unable to perform any obligation or provide the Services because of any factor outside its reasonable control, including: telecom server downtime; failure of the telecom SMS gateway to deliver a message after returning a success response; unexpected service bans by a telecom provider; national internet outages; natural calamities; default or failure of a third party; war; acts of government; or any other circumstance beyond the Consultant's reasonable control. The Consultant is not liable for any lost profits, lost savings or other incidental, consequential, punitive or special damages arising from downtime related to these causes.

12. Refund in the event of company shutdown

If Gebeta SMS or the Consultant discontinues its operations and ceases to provide SMS gateway services, it shall refund any unused prepaid account balance to the Client.

1. **Refund process.** The Client is eligible for a refund of any unused prepaid balance remaining at the time of shutdown. The Consultant will make reasonable efforts to initiate and complete the refund within 5 working days of the official shutdown notification.
2. **Notification.** The Client will be notified of a decision to cease operations, through the contact information in its account, within a reasonable time before the shutdown.
3. **Calculation.** The refund equals the remaining prepaid balance in the Client's account at the time of shutdown.
4. **Method.** Refunds are processed through the original payment method used for the prepaid account, unless otherwise agreed between the Parties.
5. **Liability limitation.** The Consultant's liability is limited to the refund of unused prepaid balances and does not extend to any other damages, losses or liabilities incurred by the Client due to the shutdown.

13. Governing law and dispute resolution

1. This Agreement is governed by and construed in accordance with the laws of Ethiopia.
2. Any dispute, controversy or claim arising out of or relating to the application, interpretation or performance of this Agreement, or its breach, termination or invalidity, shall be settled through bona fide negotiations between the Parties.
3. If negotiations fail to produce a settlement within 15 days, the Parties agree to finally settle the dispute by arbitration in accordance with the Ethiopian Arbitration and Conciliation Working Procedure Proclamation No. 1237/2021. The place of arbitration shall be Addis Ababa and the language shall be Amharic.

14. Entry into force and amendments

1. This Agreement comes into force when the Client makes the agreed first payment (the "Effective Date").
2. This Agreement continues in force as long as the Client pays the Subscription fee accordingly, unless and until terminated in accordance with Articles 8 and 9.
3. Any change or amendment to the Subscription shall be presented in writing and attached to this Agreement. Once attached, the amendment is binding and this Agreement is deemed amended by it.

Signatures

The Parties, by signing below, agree to the above terms and conditions and intend to be legally bound.

	Client	Consultant
Company		Holitech Solutions PLCE
Signature	_____	_____
Name	[Name]	[Leulseged Lema]
Title	[Title]	General Manager
Date	[DD/MM/2026]	[DD/MM/2026]

Signed in Addis Ababa, Ethiopia.