

DESCRIPTION OF SERVICES & RESELLER TERMS

1.1 REFERRING COMPANY/COMMISSION TERMS

<p><u>Referring Company</u></p>	
<p>End User Client Support</p>	<p>i. SYNAQ will provide First, Second and Third Level support and billing support to End User Clients in respect of the Services being: - a Helpdesk facility available to all End User Clients between (8:00 am to 5:00 pm) to resolve End User Clients Service issues and requests. Support shall include training and instructing End User Clients on the use of the Services, and provisioning of new services for End User Clients where a user interface to do this has been provided and managing all billing related items with End Users;</p>
<p>Commission Calculation</p>	<p>i. The Referral Company shall be entitled to a once-off commission calculated as 10% of the total annual contract value (TACV) below R 20 000 which includes any initial implementation / service fees, as well as ongoing monthly maintenance or service fees for the first 12-month period. Should the total annual contract value (TACV) be above R 20 000, which includes any initial implementation / service fees, as well as ongoing monthly maintenance or service fees for the first 12-month period, then the Referral Company shall receive an ongoing monthly commission of 10% of the TACV for the first 12- month period only. The TACV does not include hardware or software subscription/license fees.</p> <p>ii. The commission of 10% only applies to standard pricing. Any deviation from the standard pricing may result in a reduction in commission and the decision will be made on a case-by-case basis.</p> <p>iii. The Prices listed in the Price List are subject to increases relative to South African Rand/ US Dollar exchange rate fluctuations.</p>
<p>Payment Terms</p>	<p>i. SYNAQ shall invoice the End User Client directly based on subscription plus overage. The End User Client shall pay SYNAQ's invoices within 30 (thirty) days of receipt of such invoice from SYNAQ.</p> <p>ii. The Referring Client shall invoice SYNAQ the amount in monies that correspond with the Fee due to them in respect of the corresponding End User Clients. SYNAQ shall pay the Referring Client invoice(s) within 30 (thirty) days of receipt of such invoice from them.</p>

B.1.2 RESELLER TERMS

<u>BRONZE Partner:</u>	
End User Client Support	<p>i. The Reseller will provide First Level support to End User Clients in respect of the Services being: - a Helpdesk facility available to all End User Clients between (8:00 am to 5:00 pm) to resolve End User Clients Service. First Level support shall include training and instructing End User Clients on the use of the Services, and provisioning of new services for End User Clients where a user interface to do this has been provided;</p>
	<p>ii. The Reseller shall provide all support in respect of the End User Client's billing and/or other inquiries pertaining to invoices or payments by the End User Client</p>
Discount Calculation	<p>i. The Reseller shall be entitled to an ongoing monthly discount calculated as 15% of the total monthly contract value (TMCV) which includes any initial implementation/service fees, as well as ongoing monthly maintenance or service fees, whilst the contract is deemed Active/Billable. The TMCV does not include hardware or software subscription/license fees.</p>
	<p>ii. The 15% discount only applies to standard pricing. Any deviation from standard pricing may result in a reduction in the discount, and the decision will be made on a case-by-case basis.</p>
	<p>iii. The Prices listed in the Price List are subject to increases relative to South African Rand/ US Dollar exchange rate fluctuations.</p>
Payment Terms	<p>i. The Reseller shall invoice the End User Client directly based on subscription plus overage.</p>
	<p>ii. SYNAQ shall invoice the Reseller the amount in monies that correspond with the Fee due to SYNAQ in respect of the corresponding End User Clients, inclusive of their qualified discount.</p>
	<p>iii. The Reseller shall pay SYNAQ's invoices within 30 (thirty) days of receipt of such invoice from SYNAQ.</p>
	<p>iv. All payments shall be made in South African Rands and be paid into SYNAQ's account, as provided by SYNAQ, by Electronic Funds Transfer.</p>
	<p>v. In the event that the Reseller fails to make payment when due, SYNAQ may withhold further Services.</p>

DESCRIPTION OF SERVICES & RESELLER TERMS

	<p>vi. SYNAQ shall be entitled to charge the Reseller (i) interest on all late payments calculated at prime plus two percent per month on all overdue amounts owing, due and payable to SYNAQ; and (ii) costs of collection on such overdue amounts.</p>
Branding	<p>i. The Reseller shall not be entitled to any branding rights on SYNAQ user interfaces or marketing collateral.</p>
Discount on Services	<p>i. The Reseller shall be entitled to a discount of 15% on services rendered directly to the Reseller for the following SYNAQ services: Training, Support, Managed Services, Implementation Services.</p>
	<p>ii. The discount on services cannot be used in conjunction with the Reseller discount.</p>
Joint Marketing	<p>i. The Reseller shall not be entitled to joint marketing.</p>
Training Provided	<p>i. The Reseller shall not be entitled to training, however the Reseller discount applies to any training services purchased.</p>
Marketing Collateral Provided	<p>i. At the Reseller's request, SYNAQ shall provide the Reseller with the following marketing collateral:</p>
	<p>a. Web banners</p>
	<p>b. Electronic brochures for products and services available through the partner programme</p>
Account Management	<p>i. The Reseller shall be entitled to an account manager or account management meetings on an ad-hoc basis.</p>
Website Listing	<p>i. The Reseller shall not be entitled to a listing on the SYNAQ website.</p>
Qualifying Criteria	<p>i. The Reseller is required to ensure that at least 1 trained salesperson is in its employment at all times.</p>
<u>Silver Partner:</u>	
End User Client Support	<p>i. The Reseller will provide First Level support and billing support to End User Clients in respect of the Services being: - a Helpdesk facility available to all End User Clients between (8:00 am to 5:00 pm) to resolve End User Clients Service. First Level support shall include training and instructing End User Clients on the use of the Services, and provisioning of new services for End User Clients where a user interface to do this has been provided;</p>

DESCRIPTION OF SERVICES & RESELLER TERMS

	<p>ii. The Reseller shall provide all support in respect of the End User Client's billing and/or other inquiries pertaining to invoices or payments by the End User Client.</p>
<p>Discount Calculation</p>	<p>i. The Reseller shall be entitled to an ongoing monthly discount calculated as 20% of the total monthly contract value (TMCV) which includes any initial implementation / service fees, as well as ongoing monthly maintenance or service fees, whilst the contract is deemed Active/ Billable. The TMCV does not include hardware or software subscription / license fees.</p>
	<p>ii. The Reseller shall be entitled to a discount of 20% upon meeting and maintaining an annual sales target of between R 15 000 – R 100 000 in recurring monthly revenue. Failure to meet the targets will result in the Reseller being reclassified as a BRONZE status partner.</p>
	<p>iii. If the Reseller is upgraded or downgraded to a new tier, based on the annual sales target amount, then the new discount will only be applied from the beginning of the subsequent month.</p>
	<p>iv. The commission of 20% only applies to standard pricing. Any deviation from the standard pricing may result in a reduction in commission and the decision will be made on a case-by-case basis.</p>
	<p>v. The Prices listed in the Price List are subject to increases relative to South African Rand/ US Dollar exchange rate fluctuations.</p>
<p>Payment Terms</p>	<p>i. The Reseller shall invoice the End User Client directly based on subscription plus overage.</p>
	<p>ii. SYNAQ shall invoice the Reseller the amount in monies that correspond with the Fee due to SYNAQ in respect of the corresponding End User Clients, inclusive of their qualified discount.</p>
	<p>iii. The Reseller shall pay SYNAQ's invoices within 30 (thirty) days of receipt of such invoice from SYNAQ.</p>
	<p>iv. All payments shall be made in South African Rands and be paid into SYNAQ's account, as provided by SYNAQ, by Electronic Funds Transfer.</p>
	<p>v. In the event that the Reseller fails to make payment when due, SYNAQ may withhold further Services.</p>

DESCRIPTION OF SERVICES & RESELLER TERMS

	<p>a) SYNAQ shall be entitled to charge the Reseller (i) interest on all late payments calculated at prime plus two percent per month on all overdue amounts owing, due and payable to SYNAQ; and (ii) costs of collection on such overdue amounts.</p>
Branding	<p>i. The Reseller shall not be entitled to any branding rights on SYNAQ user interfaces or marketing collateral.</p>
Discount on Services	<p>i. The Reseller shall be entitled to 5 free SYNAQ Cloud Mail mailboxes OR SYNAQ Continuity mailboxes, 5 SYNAQ mailboxes and 5 SYNAQ Archive mailboxes for as long as the SYNAQ-Reseller partnership is in effect.</p>
	<p>ii. The Reseller shall be entitled to a discount of 20% on services rendered directly to the Reseller for the following SYNAQ services: Training, Support, Managed Services, Implementation Services.</p>
	<p>iii. The discount on services cannot be used in conjunction with the Reseller discount.</p>
Joint Marketing	<p>i. The Reseller shall be entitled to joint marketing to be discussed on a case by case basis.</p>
Training Provided	<p>i. The Reseller shall be entitled to sales training for 1 sales person or account manager once per annum.</p>
	<p>ii. The Reseller shall be entitled to additional sales training for 1 sales person or account manager if and when a new product is released between standard annual training sessions.</p>
Marketing Collateral Provided	<p>i. At the Reseller's request, SYNAQ shall provide the Reseller with the following marketing collateral:</p>
	<p>c. Web banners</p>
	<p>d. Electronic brochures for products and services available through the partner programme</p>
	<p>e. Brochure copy for products and services, which can be suitably modified to suit the Resellers corporate identity and branding</p>
	<p>f. Additional sales material at SYNAQ's discretion including, but not limited to, cost calculators, case studies and presentations</p>
Account Management	<p>i. The Reseller shall be entitled to an account manager.</p>
Website Listing	<p>i. The Reseller shall be entitled to a listing on the SYNAQ website.</p>

DESCRIPTION OF SERVICES & RESELLER TERMS

<p>Qualifying Criteria</p>	<p>i. The Reseller is required to ensure that at least 1 trained sales person is in its employment at all times.</p>
<p><u>GOLD Partner</u></p>	
<p>End User Client Support</p>	<p>i. Reseller shall provide all First Level support and billing support to End User Clients in respect of the Services being: - a Helpdesk facility available to all End User Clients between (8:00 am to 5:00 pm) to resolve End User Clients Service. First Level support shall include training and instructing End User Clients on the use of the Services, and provisioning of new services for End User Clients where a user interface to do this has been provided;</p> <p>ii. The Reseller shall provide all support in respect of the End User Client's billing and/or other inquiries pertaining to invoices or payments by the End User Client;</p>
<p>Discount Calculation</p>	<p>i. The Reseller shall be entitled to an ongoing monthly commission calculated as 25% of the total monthly contract value (TMCV) which includes any initial implementation / service fees, as well as ongoing monthly maintenance or service fees, whilst the contract is deemed Active/Billable. The TMCV does not include hardware or software subscription / license fees.</p> <p>ii. The Reseller shall be only be entitled to a commission of 25% and the GOLD partnership level upon meeting and maintaining an annual sales target of R 100,000 – R 250 000 in recurring monthly revenue. Failure to meet the targets will result in the Reseller being reclassified as a SILVER status partner.</p> <p>iii. If the Reseller is upgraded or downgraded to a new tier, based on the annual sales target amount, then the new discount will only be applied from the beginning of the subsequent month.</p> <p>iv. The commission of 25% only applies to standard pricing. Any deviation from the standard pricing may result in a reduction in commission and the decision will be made on a case by case basis.</p> <p>v. The Prices listed in the Price List is subject to increases relative to South African Rand/ US Dollar exchange rate fluctuations.</p>
<p>Payment Terms</p>	<p>i. The Reseller shall invoice the End User Client directly based on subscription plus overage.</p>

DESCRIPTION OF SERVICES & RESELLER TERMS

	<p>ii. SYNAQ shall invoice the Reseller the amount in monies that correspond with the Fee due to SYNAQ in respect of the corresponding End User Clients, inclusive of their qualified discount.</p> <p>iii. The Reseller shall pay SYNAQ's invoices within 30 (thirty) days of receipt of such invoice from SYNAQ.</p> <p>iv. All payments shall be made in South African Rands and be paid into SYNAQ's account, as provided by SYNAQ, by Electronic Funds Transfer.</p> <p>v. In the event that the Reseller fails to make payment when due, SYNAQ may withhold further Services.</p> <p>vi. SYNAQ shall be entitled to charge the Reseller (i) interest on all late payments calculated at prime plus two percent per month on all overdue amounts owing, due and payable to SYNAQ; and (ii) costs of collection on such overdue amounts.</p>
Branding	<p>i. The Reseller shall be entitled to place the Reseller's name and/or logo on the Services web-interface subject to the following: the name or logo shall be subject to SYNAQ's approval in Writing; and such logo alternatively the web-interface shall contain the following acknowledgement to SYNAQ "powered by SYNAQ" containing a hyperlink to SYNAQ's website www.SYNAQ.com.</p> <p>ii. The Reseller agrees to reflect acknowledgement on any advertisement and / or press release and / or marketing material issued by the Reseller in respect of the Services. Any deviation from this obligation by the Reseller shall be subject to prior approval in Writing from SYNAQ.</p>
Discount on Services	<p>i. The Reseller shall be entitled to 10 free SYNAQ Cloud Mail OR SYNAQ Continuity mailboxes, 10 SYNAQ mailboxes and 10 SYNAQ Archive mailboxes for as long as the SYNAQ-Reseller partnership is in effect.</p> <p>ii. The Reseller shall be entitled to a discount of 25% on services rendered directly to the Reseller for the following SYNAQ services: Training, Support, Managed Services, Implementation Services.</p> <p>iii. The discount on services cannot be used in conjunction with the Reseller discount</p>
Joint Marketing	<p>i. The Reseller shall be entitled to joint marketing.</p> <p>ii. SYNAQ shall reserve 5% of revenue generated by the Reseller for the sole purpose of joint marketing.</p>

DESCRIPTION OF SERVICES & RESELLER TERMS

Training Provided	<p>i. The Reseller shall be entitled to sales training for 2 salespersons or account managers and 2 support persons once per annum.</p>
	<p>ii. The Reseller shall be entitled to additional sales and support training for 2 salespersons or account managers and 2 support persons if and when a new product is released between standard annual training sessions.</p>
Marketing Collateral Provided	<p>i. At the Reseller's request, SYNAQ shall provide the Reseller with the following marketing collateral:</p>
	<p>g. Web banners</p>
	<p>h. Electronic brochures for products and services available through the partner programme</p>
	<p>i. Brochure copy for products and services, which can be suitably modified to suit the Resellers corporate identity and branding</p>
	<p>a. Additional sales material at SYNAQ's discretion including, but not limited to, cost calculators, case studies and presentations</p>
	<p>b. The Reseller shall be entitled to place the Reseller's name and/or logo on the rebranded product and service brochures subject to the following: the product name or logo shall be subject to SYNAQ's approval in Writing; and such product name or logo shall contain the following acknowledgement to SYNAQ: "powered by SYNAQ".</p>
Account Management	<p>i. The Reseller shall be entitled to an account manager and fortnightly account management meetings.</p>
Website Listing	<p>i. The Reseller shall be entitled to a listing on the SYNAQ website.</p>
Additional Qualifying Criteria	<p>i. The Reseller is required to ensure that at least 2 trained salespersons and 2 trained support persons are in its employment at all times.</p>

A.2 SERVICES

The services included in the SYNAQ Partnership Programme are shown in the table below.

Service / Product	Description
SYNAQ Cloud Mail Standard	bidirectional, ITP and Branding.
SYNAQ Cloud Mail Premium	bidirectional, ITP, DLP, LinkShield and Branding.
SYNAQ Cloud Mail Lite	Basic 2GB POP3/IMAP mailbox which includes bidirectional and ITP.
SYNAQ Cloud Mail 50	Standard 50GB webmail mailbox with an optional native 10-year archive, sync to mobile (IOS and Android) and includes bidirectional and ITP.
SYNAQ Cloud Mail Plus 50	Standard 50GB MAPI mailbox with an optional native 10-year archive, sync to mobile (IOS and Android) and includes bidirectional and ITP.
SYNAQ Cloud Mail 100	Standard 100GB webmail mailbox with an optional native 10-year archive, sync to mobile (IOS and Android) and includes bidirectional and ITP.
SYNAQ Cloud Mail Plus 100	Standard 100GB MAPI mailbox with an optional native 10-year archive, sync to mobile (IOS and Android) and includes bidirectional and ITP.
SYNAQ Cloud Mail Premium 50	Premium 50GB MAPI mailbox with an optional native 10-year archive, bidirectional, ITP, DLP, LinkShield, and Branding.
SYNAQ Cloud Mail Premium 100	Premium 100GB MAPI mailbox with an optional native 10-year archive, bidirectional, ITP, DLP, LinkShield, and Branding.
SYNAQ Secure Archive	Email Archiving service (Managed bidirectional, 10-year retention, E-Discovery and Legal Hold).
SYNAQ Branding	Full Branding service including bidirectional and ITP services (per user).
SYNAQ Continuity	Business email continuity service – add-on.
SYNAQ Mail Management Standard	Includes (In & Out), ITP, Branding and Archiving (10-year, E-Discovery and Legal Hold).
SYNAQ Mail Management Premium	Includes (In & Out), ITP, DLP, LinkShield, Branding and Archiving (Unlimited, E-Discovery and Legal Hold).

DESCRIPTION OF SERVICES & RESELLER TERMS

Updates to the above list of Services shall take place from time to time, subsequent to notification to the Reseller and as published by SYNAQ from time to time on www.SYNAQ.com. Amendments to the Services available for resale shall not affect the Services already in place with the Clients, unless said amendment may be for the benefit of the Client and the Client agree to said amendment.