

SAAS AGREEMENT

SOFTWARE AS A SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE USING SCOPIC AFRICA SERVICES. BY ACCESSING OR USING SCOPIC AFRICA CLOUD PLATFORM OR SERVICES OFFERING, YOU ("the Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES.

This Software as a Service Agreement ("Agreement") is entered into between Customer and Scopic Africa Limited a Limited Company registered in Kenya ("Scopic" or "Scopic Africa"). Scopic Africa and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed thereunder.

Definitions

"Authorized Users" means the list of Persons authorized to use the Services under this agreement

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in KENYA are not open for business.

"Confidential Information" has the same meaning in this agreement as the term has under the Non-Disclosure Agreement between the parties

"Data" means all of the data CUSTOMER creates with or uses with the Service, or otherwise related to CUSTOMER's use of the Services.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Governmental Authority" means

- (a) any federal, state, local, or foreign government, and any political subdivision of any of them,
- (b) any agency or instrumentality of any such government or political subdivision,
- (c) any self-regulated organization or other non-governmental regulatory authority or quasigovernmental authority (to the extent that its rules, regulations or orders have the force of law), and

(d) any arbitrator, court or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

(a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,

(b) copyrights, including all applications and registrations related to the foregoing,

(c) trade secrets and confidential know-how,

(d) patents and patent applications,

(e) websites and internet domain name registrations, and

(f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

(a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and

(b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Order" means any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or Governmental Authority with jurisdiction over the subject matter, whether preliminary or final.

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Administrator User" means each Customer employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf.

"Customer Content" means all data and materials provided by Customer to Scopic Africa for use in connection with the SaaS Services, including, without limitation, customer applications, data files, and graphics.

"Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Scopic Africa to Customer regarding the use or operation of the SaaS Services.

"Host" means the computer equipment on which the Software is installed, which is owned and operated by Scopic Africa or its subcontractors.

“Maintenance Services” means the support and maintenance services provided by Scopic Africa to Customer pursuant to this SaaS Agreement

“Other Services” means all technical and non-technical services performed or delivered by Scopic Africa under this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

“Schedule” is a written document attached to this SaaS Agreement or executed separately by Scopic Africa and Customer for the purpose of purchasing SaaS Services under the terms and conditions of this SaaS Agreement

“Software” means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions.

“SaaS Services” refer to the specific Scopic Africa’s internet-accessible service identified in a Schedule that provides use of Scopic Africa’s Software that is hosted by Scopic Africa or its services provider and made available to Customer over a network on a term-use basis.

“Subscription Term” shall mean that period specified in a Schedule during which Customer will have on-line access and use of the Software through Scopic Africa’s SaaS Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

“Taxes” includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

1. Grant of License to Access and Use Service. SCOPIC AFRICA hereby grants to CUSTOMER, including to all CUSTOMER's Authorized Users, a non-exclusive, non-sub-licensable, non-assignable, royalty-free, and worldwide license to access and use the Cloud Platform (the “Service”) solely for CUSTOMER's internal business operations (the "DELIVERABLE"), according to SCOPIC AFRICA's terms and policies. Customer acknowledges that this Agreement is a services agreement and Scopic Africa will not be delivering copies of the Software to Customer as part of the SaaS Services.

2. Support Services

a. Initial Support.

For the period beginning on the Effective Date of start of use of the platform, and at SCOPIC AFRICA's own expense, SCOPIC AFRICA shall provide CUSTOMER with telephone or electronic support during SCOPIC AFRICA's normal business hours in order to help CUSTOMER locate and correct problems with the Service and any related software, and internet-based support system generally available on working hours

3. Fees

CUSTOMER shall pay SCOPIC AFRICA a setup fee that covers the Deployment Schedule (Annexure 1 herein) and afterwards a monthly subscription fee per user (the "Subscription Fee"). The subscription fee covers the Ongoing Support items on Annexure 2 with the support package selected as on Annexure 3 Schedule or proposed monthly fee schedule by Scopic Africa. Setup fees will vary from one client to another based on several factors, such as the level of customization required, the complexity of the project, the size of the client's business, and the type of industry they operate in.

4. Payment. CUSTOMER shall pay the Subscription Fee to SCOPIC AFRICA

- i. In immediately available funds, and
- ii. to the account SCOPIC AFRICA lists immediately below:

Account Number: 01148696820100

Account Name : SCOPIC AFRICA LIMITED

Bank : CO-OPERATIVE BANK OF KENYA

5. Taxes: Payment amounts under this agreement do not include Taxes, and CUSTOMER shall pay all Taxes applicable to payments between the parties under this agreement.

6. Service Levels

i. Applicable Levels.

SCOPIC AFRICA shall provide the Service to CUSTOMER with a **System Availability** of at least 95% during each calendar month.

ii. System Maintenance.

SCOPIC AFRICA may:

- i. take the Service offline for scheduled maintenances as per the schedule that it provides CUSTOMER for in writing (though this scheduled maintenance time will not count as System Availability), and
- ii. change its schedule of maintenances on one month written notice to CUSTOMER.

iii. System Availability Definition

(a) Percentage of Minutes per Month. "System Availability" means the percentage of minutes in a month that the key components of the Service are operational.

(b) Not Included in "System Availability. "System Availability" will not include any minutes of downtime resulting from

1. Scheduled maintenance,
2. Events of force majeure,
3. Malicious attacks on the system,

4. Issues associated with CUSTOMER's computing devices, local area networks or internet service provider connections, or
 5. SCOPIC AFRICA's inability to deliver services because of CUSTOMER's acts or omissions.
- 7. Data Protection.** CUSTOMER shall implement reasonable safeguards to prevent unauthorized access to, use of, or disclosure of the disclosing party's Data.
- 8. Data Privacy.** In performing the SaaS Services, Scopic Africa will comply with the Scopic Africa's Services Privacy Policy, which is available at https://portal.epesicloud.com/data_and_privacy_policy.pdf. The Scopic Africa's Services Privacy Policy is subject to change at Scopic Africa's discretion; however, Scopic Africa policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The services policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services. Scopic Africa reserves the right to provide the SaaS Services from Host locations, and/or through use of reputable subcontractors.

Scopic Africa will only process Customer Personal Data in a manner that is reasonably necessary to provide SaaS Services and only for that purpose. Scopic Africa will only process Customer Personal Data in delivering Scopic Africa's SaaS. Customer agrees to provide any notices and obtain any consent related to Scopic Africa's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data.

SCOPIC AFRICA may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, but only if such information does not identify the data as CUSTOMER's or otherwise include CUSTOMER's name and in the case of loss or harm caused by use of the data.

- 9. Publicity.** Scopic Africa may include Customer's name and logo in its customer lists and on its website. Scopic Africa may issue a high-level press release announcing the relationship and the manner in which Customer will use the Scopic Africa solution. Scopic Africa shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
- 10. Back-Up Data.** On CUSTOMER's request, SCOPIC AFRICA shall deliver to CUSTOMER a full back-up of CUSTOMER's Data, in a format .json or .csv
- 11. Mutual Representations.**
- 1. Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.
 - 2. Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

3. No Conflicts. Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

4. No Breach. Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under

(a) its articles, by-laws, or any unanimous shareholder's agreement,

(b) any Law to which it is subject,

(c) any judgment, Order, or decree of any Governmental Authority to which it is subject, or

(d) any agreement to which it is a party or by which it is bound.

12. Permits, Consents, and Other Authorizations. Each party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.

13. SCOPIC AFRICA's Representations

1. Ownership. SCOPIC AFRICA is the exclusive legal owner of the Service, including all Intellectual Property included in the Service.

2. Status of Licensed Intellectual Property. SCOPIC AFRICA has properly maintained all Intellectual Property included in the Service and granted under the DELIVERABLE and paid all applicable maintenance and renewal fees for service availability to the CUSTOMER.

3. No Infringement. The Service does not infringe the Intellectual Property rights or other proprietary rights of any third party.

4. No Third Party infringement. To SCOPIC AFRICA's Knowledge, no third party is infringing the Service.

14. Customer Obligations

1. Hardware Obligations. CUSTOMER shall be responsible for

(a) obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Service. This includes laptops, desktops, mobile phones and soft-wares

(b) paying all third party access charges incurred while using the Service. e.g internet subscription from your internet subscriber

2. Anti-Virus Obligations. CUSTOMER shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").

3. Expenses. Customer will reimburse Scopic Africa for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. Scopic Africa shall notify Customer prior to incurring any such expense. Scopic Africa shall comply with Customer's travel and

expense policy if made available to Scopic Africa prior to the required travel. If the expense and travel policy is unreasonable in the existing context, Scopic Africa will opt for a virtual support.

- 4. Ownership And Restrictions.** Customer retains ownership and intellectual property rights in and to its Customer Content. Scopic Africa or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some Scopic Africa's programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement specified by Scopic Africa and not under the Agreement.
- 5. Suggestions.** Scopic Africa shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Users, relating to the operation of the SaaS Services.
- 6. Customer Input.** Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify Scopic Africa immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Scopic Africa immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any system user, and (iii) not provide false identity information to gain access to or use the Service.
- 7. License from Customer.** Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to Scopic Africa a limited, non-exclusive and nontransferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer.
- 8. Administrator Access.** Customer shall be solely responsible for the acts and omissions of its Administrator Users. Scopic Africa shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
- 9. Unauthorized Use; False Information.** Customer shall: (a) notify Scopic Africa immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Scopic Africa immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by, and (c) not provide false identity information to gain access to or use the SaaS Services.
- 10. Assistance.** Customer shall provide commercially reasonable information and assistance to Scopic Africa to enable Scopic Africa to deliver the SaaS Services. Upon request from Scopic Africa, Customer shall promptly deliver Customer Content to Scopic Africa in an electronic file format specified and accessible by Scopic Africa. Customer acknowledges that Scopic Africa's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.
- 11. Compliance with Laws.** Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Scopic Africa exercises no control over the content of the information transmitted by Customer or its users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 12. Orders.** Customer shall order SaaS Services pursuant to a Schedule. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and the applicable Schedule. In

the event of a conflict between the terms of a Schedule and this SaaS Agreement, the terms of the Schedule shall take precedence.

13. Invoicing and Payment. Unless otherwise provided in the Schedule, Scopic Africa shall invoice Customer for all fees on the Schedule effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable.

15. CUSTOMER's Use of Services.

Non-Exclusive Service: Customer acknowledges that SaaS Services is provided on a nonexclusive basis. Nothing shall be deemed to prevent or restrict Scopic Africa's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

CUSTOMER shall

- (a) abide by all local and international Laws and regulations applicable to its use of the Service,
- (b) use the Service only for its intended legal purposes, and
- (c) comply with all regulations, policies and procedures of networks connected to the SaaS.

16. Restricted Uses. CUSTOMER will not

1. Upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service.
2. Modify, disassemble, decompile or reverse engineer the Service or otherwise attempt to derive the source code of the Software used to provide the SaaS Services.
3. Probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service,
4. Take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Service,
5. Copy or reproduce the Service, or create derivative works based upon the SaaS Services or Documentation.
6. Access or use any other clients' or their users' data through the Service,
7. Maliciously reduce or impair the accessibility of the Service,
8. Use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or
9. Transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

- 10.** Access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Scopic Africa shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to Scopic Africa.
- 11.** Remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation,
- 17. Confidentiality Obligations.** The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties.
- 18. No Representation by SCOPIC AFRICA.** SCOPIC AFRICA makes no representation that the Service is appropriate or available for use outside of the Republic of Kenya.
- 19. Term.** This agreement begins on the Effective Date of Start of use of the platform, and will continue until terminated (the "Term").
- 20. Ownership of Intellectual Property.** SCOPIC AFRICA will retain all interest in and to the Services, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with the Service, including SCOPIC AFRICA's name, logos and trademarks reproduced through the Service.
- 21. Termination.**

 - a. Suspension for Non-Payment.** Scopic Africa reserves the right to suspend delivery of the SaaS Services if Customer fails to timely pay any undisputed amounts due to Scopic Africa under this SaaS Agreement, but only after Scopic Africa notifies Customer of such failure and such failure continues for ten (10) days. Suspension of the SaaS Services shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that Scopic Africa shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.
 - b. Suspension for Ongoing Harm.** Scopic Africa reserves the right to suspend delivery of the SaaS Services if Scopic Africa reasonably concludes that Customer or any of its users use of the SaaS Services is causing immediate and ongoing harm to Scopic Africa or others. In the extraordinary case that Scopic Africa must suspend delivery of the SaaS Services, Scopic Africa shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. Scopic Africa shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services
 - c. Termination on Notice.** Either party may terminate this agreement for any reason with 30 business days' written notice to the other party.
 - d. Termination for Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

 - (a) the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

(b) the failure, inaccuracy, or breach continues for a period of 30 Business Days' after the injured party delivers written notice to the breaching party reasonably detailing the breach.

e. **Termination for Failure to Pay.** SCOPIC AFRICA may terminate this agreement with immediate effect by delivering notice of the termination to CUSTOMER if CUSTOMER fails to pay the monthly Subscription Fee on time three times over any 12-month period.

f. **Effect of Termination**

- i. **Refund Amounts.** SCOPIC AFRICA shall immediately refund to CUSTOMER any prepaid Subscription Fees covering the remainder of the term of all subscriptions after the effective date of termination.
- ii. **Pay Outstanding Amounts.** CUSTOMER shall immediately pay to SCOPIC AFRICA all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.
- iii. **Discontinuance of Use.** CUSTOMER shall cease all use of the Service upon the effective date of the termination.
- iv. Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties. Any data will be provided in JSON or CSV formats.
- v. **Recovery of Data.** CUSTOMER will have 30 days from the date of termination to retrieve any of data that CUSTOMER wishes to keep.

22. Indemnification

a) Indemnification by SCOPIC AFRICA.

a. **Indemnification for Infringement Claims.** SCOPIC AFRICA (as an indemnifying party) shall indemnify CUSTOMER (as an indemnified party) against all losses and expenses arising out of any proceeding

1. Brought by a third party, and

2. Arising out of a claim that the Services infringe the third party's Intellectual Property rights.

b. **Qualifications for Indemnification.** SCOPIC AFRICA will be required indemnify CUSTOMER under paragraph INDEMNIFICATION FOR INFRINGEMENT CLAIMS only if

1. CUSTOMER's use of the Services complies with this agreement and all documentation related to the Services,

2. The infringement was not caused by CUSTOMER modifying or altering the Services or documentation related to the Services, unless SCOPIC AFRICA consented to the modification or alteration in writing, and

3. The infringement was not caused by CUSTOMER combining the Services with products not supplied by SCOPIC AFRICA, unless SCOPIC AFRICA consented to the combination in writing.

4. The CUSTOMER is upto-date with all their payment obligations and have no unpaid invoices.

23. Mutual Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

(a) brought by either a third party or an indemnified party, and

(b) arising out of the indemnifying party's willful misconduct or gross negligence.

24. Notice and Failure to Notify

(a) Notice Requirement. Before bringing a claim for indemnification, the indemnified party shall :

a. Notify the indemnifying party of the indemnifiable proceeding, and

b. Deliver to the indemnifying SCOPIC AFRICA legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

(b) Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

25. Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section INDEMNIFICATION.

26. Limitation on Liability

i) **Mutual Limit on Liability.** Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.

ii) **Maximum Liability.** SCOPIC AFRICA's liability under this agreement will not exceed the fees paid by CUSTOMER under this agreement during the 3 months preceding the date upon which the related claim arose.

27. General Provisions

a) Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement:

a. represent the final expression of the parties' intent relating to the subject matter of this agreement.

b. contain all the terms the parties agreed to relating to the subject matter, and

c. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

28. Amendment. SCOPIC AFRICA may amend the terms and conditions of this agreement at any time by reasonable notice.

29. Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

30. Notices

(a) Method of Notice. The parties shall give all notices and communications between the parties in writing by electronic mail to the party's email address, or to the address that a party has notified to be that party's address for the purposes of this section.

(b) Receipt of Notice. A notice given under this agreement will be effective on

1. the other party's receipt of it, or
2. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

31. Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of KENYA.

32. Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

33. Waiver

(a) Affirmative Waivers. Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

(b) Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.

(c) No General Waivers. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

(d) No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

34. Force Majeure. Neither party will be liable for performance delays nor for nonperformance due to causes beyond its reasonable control, except for payment obligations.

35. Dispute Resolution. Customer's satisfaction is an important objective to Scopic Africa in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing

other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

36. Relationship of the Parties

- 1. No Relationship.** Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
 - 2. No Authority.** Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- 37. Cooperation.** You will reasonably cooperate with any of the Scopic Africa's (process) investigation of Service outages, security problems, and any suspected breach of the Agreement. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.
- 38. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

THE TERMS OF THIS AGREEMENT ARE DULY AGREED TO BETWEEN THE CUSTOMER AND SCOPIC AFRICA LIMITED

Annexure 1

Deployment Schedule

#	Item	Deliverable	Timeline
1.	Customization		
		<ul style="list-style-type: none"> - Review of the modules. - Collection of requirements for any extra updates. - Make additions to suite the modules to Organization needs. 	10-Days
2.	Accounts Creation		Concurrent to customizations
		<ul style="list-style-type: none"> - Setup users, roles, permissions. - Roles including admins, agents, supervisors. - Onboard all user accounts. - Test dashboard modules for each of the users. 	3-Days
4.	Inventory Population	Settings Addition	Concurrent to accounts creation
		<ul style="list-style-type: none"> - Support & Guide in setting up of all entity assets/settings. - Assist in migration of settings from previous system. - Guide in on how setups affect different modules 	4-Days
	Training	<ul style="list-style-type: none"> - Administrators Training. - Agents Training. - Supervisors Training 	3-Days

Annexure 2

ONGOING SUPPORT

#	Item	Deliverable
1	Backend updates & support	<ul style="list-style-type: none">- Corrective, adaptive, perfective & preventive maintenance of backend modules.- Regular updates in order to reduce bugs, vulnerabilities and security threats protection.
2	Web & app support	<ul style="list-style-type: none">- Support for agents using the app.- Optimization of website structure & technical improvements or upgrade for maximum integration to Platform backend.- Minor template customization.- Interactivity maintenance to assure optimization on all browsers.- Page usability, search ranking
3	Uptime monitoring & downtime issue resolution	<ul style="list-style-type: none">- Platform security checks, review security scans and resolve any issues.- Platform performance reviews, traffic monitoring, security patch updates
4	Emergency stand-by support	<ul style="list-style-type: none">- Emergency support , consultation & advice

Annexure 3
Support Schedule Per User

Feature Set	Basic 1000/Month	Pro 1500/Month	Plus 2000/Month	Premium 3500/Month
Access to the Platform Dashboards	Full Access	Full Access	Full Access	Full Access
Support Level	Direct Support (8:00 A.M - 5:00 P.M)	Direct Support (8:00 A.M-8:00 P.M)	Priority support 24-hours	Priority support 24-hours
Dedicated Support Agents		2 (Call & Email)	3 (Call & Email & In Person)	6 (Call & Email & In Person)
Website Updates			Minor template customization	All Inclusive
Agents Mobile App Updates			Inclusive	Inclusive
Custom Integration Work. Extra charge for intensive integration updates and subject to acceptance by Scopic Africa			Inclusive	Inclusive
Interactions Tracking			Inclusive	Inclusive + Agent Performance Score Card
Alerts & Notifications			Inclusive	Inclusive
Website Visitor Journey Reporting				Inclusive
Agent App GeoMapping (Feature applicable for specific cloud modules e.g. Salesify).				Inclusive
Reporting	Inclusive	Inclusive	Inclusive	Inclusive
Analytics			Inclusive	Inclusive + Predictive Reporting
Facebook Chatbot				Inclusive
Website Chatbot			Inclusive	Inclusive
Calendar/Reminder System			Inclusive	Inclusive
Email marketing and automation				Inclusive

Custom workflows (business processes) Extra charge for intensive modules updates and subject to acceptance by Scopic Africa			Inclusive	Inclusive
Online Campaigns Integration			Inclusive	Inclusive
Website Search Widget Integration			Standard Widget Integration	Branded Widget Integration
Custom account URL with own domain name				Inclusive