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- a) Payments will be billed to you in **US Dollar Or Kenya Shillings**.
- b) You must pay with one of the following
 - i) Direct Bank Transfer through RTGS Or TT

ii) Cash Deposit in Bank Account

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In the limited circumstances where you do provide us with a copy of personal data in order to assist with the resolution of any issues raised for the purposes of telephone or email support in using the software, you acknowledge that the data is yours and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the data.

If we process any personal data on your behalf, which will be limited to the provision of troubleshooting support, the parties record their intention that you shall be the data controller and we shall be a data processor and in any such case:

- a) We do not have access to the data you input into the Software and will only process personal data on instructions from you, and we will not disclose such unless required to do so by law and we will inform you of such legal requirement prior to processing;
- b) You shall ensure that the relevant persons have been informed of, and have given their consent, if needed to, such use, processing and transfer as required by all applicable data protection legislation;
- c) We agree that persons authorized to process personal data have committed themselves to confidentiality in respect of the data;
- d) Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage and in particular with regard to the appropriate level of security in order to protect the data;
- e) In the event of a data breach, each party will notify the other of such breach promptly and comply with the necessary notification requirements under the applicable data protection legislation;

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- b) **We may tell you about other EAL Services.** You may be offered other services, products, or promotions by EAL ("EAL Services"). Additional terms and conditions and fees may

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- c) **Communications.** EAL may be required by law to send you communications about the Software or Third Party Products. You agree that EAL may send these communications to you via email or by posting them on our websites.
- d) **You will manage your passwords and accept updates.** You are responsible for securely managing your password(s) for access to the Software and to contact EAL if you become aware of any unauthorized access to your account. The Software may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Software. You agree to receive these updates.

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- a) The Licensor will provide to the Licensee email or phone support for the purpose of resolving issues with the Software raised by the Licensee acting reasonably.
- b) The Licensee acknowledges that:
 - i) the Licensor's obligation under this Clause is subject to such limits (as to time spent in relation to an issue and in relation to the Licensee in aggregate) as the Licensor may determine from time to time;
 - ii) the Licensor's sole obligation under this Clause is to make reasonable endeavours to resolve issues raised by the Licensee;
 - iii) support is provided by email or ticket or telephone only unless expressly agreed in writing between the Licensor and Licensee;
 - iv) the Licensor does not warrant or represent that issues raised will be solved by means of the support services; and
 - v) the Licensor will not provide any on-site support under this EULA.
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You agree to indemnify and hold EAL and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Software or breach of this Agreement (collectively referred to as "Claims"). EAL reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by EAL in the defense of any Claims.

9) **CHANGES.** We reserve the right to change this Agreement at any time, and the changes will be effective when posted on our website for the Software or when we notify you by other means. We may also change or discontinue the Software, in whole or in part. Your continued use of the Software indicates your agreement to the changes.

10) **TERMINATION.** EAL may, in its sole discretion and without notice, restrict, deny, terminate this Agreement, or suspend the Software, related online services, or other EAL Services effective immediately, in whole or in part, for suspicion of fraud, security, illegal activity or unauthorized access issues to protect the integrity of the Software or our Services or systems and comply with applicable EAL policy, or if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using the Software or applicable services and any outstanding payments will become due. Any termination of this Agreement shall not affect EAL's rights to any payments due to it.

11) EVENTS OUTSIDE OUR CONTROL

- a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- b) If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
 - i) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - ii) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

12) OTHER IMPORTANT TERMS

- a) We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- b) We reserve the right to make changes to the Software through updates which may include discontinuing certain features.
- c) If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- d) This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Kenya Law. We both irrevocably agree to the exclusive jurisdiction of the courts of Kenya.