

Terms and conditions

By using this website you agree to the following terms and conditions as set forth below.

1 DEFINITIONS

Unless the context otherwise requires, terms used in this Contract shall have the meanings specified below:

- 1.1 "Activation Date" means the date on which the Software is first operational and activated for use by the Client.
- 1.2 "Contract" means this agreement including all exhibits and schedules hereto.
- 1.3 "Effective Date" means the date of signature of this Contract by both Parties.
- 1.4 "Fees" means the License Fee and the Maintenance Fee.
- 1.5 "Hardware" means the equipment on which the Software is installed.
- 1.6 "License Fee" or "ILF" means the initial license fee paid by the Client for the use of the Software.
- 1.7 "Maintenance Fee" or "AMF" means the annual maintenance fee paid by the Client for maintenance, support and updates provided for the Software.
- 1.8 "Non-Proprietary Programs" means any computer programs not falling under the definition of Software.
- 1.9 "Software" means any computer programs developed by ACL and provided to the Client under the terms and conditions of this Contract, together with, without limitation, input and output formats, source and object codes, program listings, data models, flow charts, outlines, narrative descriptions, operating instructions and supporting documentation, including the media on which the programs and documentation are recorded and all authorized copies and reproductions, patches, corrections, translations, updates, enhancements, new releases and all other modifications.
- 1.10 "Solution" means any combination of Software with Hardware and/or other computer programs, licensed and/or sold by to the Client in the exercise of its activity as a value-added reseller.

2 CLIENT LICENSE AGREEMENT

- 2.1 The Parties acknowledge that the Software shall remain the property of ACL. The Client may only use the Software in accordance with the EULA, which shall form integral part of this Contract. The Client License Agreement (the "EULA") is located at <http://www.conorinc.com/EULA.pdf> and shall define the license terms, warranties, and indemnities, termination of this Contract and any other terms and conditions related to the use, maintenance and/or support of the Software.

3 CLIENT SUPPORT AND MAINTENANCE

- 3.1 ACL shall deploy all commercially reasonable efforts to provide client with Level 1 Support services related to the Software.
- 3.2 ACL shall deploy all commercially reasonable efforts to provide client with Second and Third Level support and maintenance services related to the Software.
- 3.3 Unless otherwise specifically stated, the support and maintenance services shall be provided during the hours and working days, Monday through Friday from 8:00 AM to 5:00 PM (the "Business Hours"), to the extent possible on a schedule approved in advance.

- 3.4 The Client will be provided with the responsible contact's email address and an email can be sent to the same creating a case. While creating a technical case with the support, it is important to mention the severity of the issue. The priority is defined based on the nature of the issue. Below mentioned are the priority levels with definitions for each one of them. It is essential that, when reporting a problem, fault or error to ACL, to provide sufficient material/information to enable ACL identify, understand and (if necessary) replicate the problem, fault or error in question.
- 3.5 For a faster resolution, it is very important that ACL have quick Client responses at all times during the life cycle of the case. All clients' end users logging in critical or urgent priorities need to make sure the availability of its concerned people for full time throughout the resolution of the case.
- 3.6 Escalation Path:
- I. Level 1 Escalation: - If the client's end-user needs to escalate an issue for a valid reason, an email needs to be sent to delivery to an account manager at ACL. The support manager will have a predefined response time related and will define the 1st level action plan for the issue.
 - II. Level 2 Escalation: - If the client's end-user finds the support manager(s) progress unsatisfactory, he/she can then escalate it directly to the management team at management@conorinc.com where the issue will be treated at top most priority.

Priority	Definition	First Response	Work Effort
Critical	Complete blockage of operations. The systems are not able to function even in a partial mode.	1 working day	Continuous during Business Hours till issue resolved
Urgent	Partial blockage of operations. The systems are able to function, but one part of the system is blocked	1 working day	Continuous during Business Hours till issue resolved
Normal	Partial blockage or malfunction of the systems operations. The devices provide a partial operation or operating at risk by failing and do not ensure full redundancy.	2 working day	Daily during Business Hours
Low	Little or no blockage or malfunction to the system. The devices provide close to complete operation with minor requirement for modification of calculation, name, function etc.	3 working day	Daily during Business Hours.

4 RELATED SERVICES

- 4.1 Related Services other than support and maintenance activities covered by Article 3 may be provided to the client by a Reseller, by another partner or by ACL directly depending on the specific circumstances as determined on a case-by-case basis.

5 HARDWARE AND NON-PROPRIETARY PROGRAMS

- 5.1 All Hardware or Non-Proprietary Programs that are required for the Solution shall be procured and operated by the Client at his sole risk and under his sole responsibility.
- 5.2 ACL shall not be responsible for the procurement, installation, maintenance, proper functioning, replacement, upgrade, or any other activity in relation to the Hardware or Non-Proprietary Programs.
- 5.3 ACL may decline to provide any support, maintenance or Related Services in relation to the Hardware or Non-Proprietary Programs components of the Solution. Any support, maintenance or Related Services provided by ACL in relation to such services as Hardware component is provided under the express understanding that ACL provides no warranty and accepts no liability for the proper functioning of the Hardware or Non-Proprietary Programs.

6 PROPRIETARY RIGHTS

- 6.1 Definitions of Proprietary Rights.

(a) "Intellectual Property Rights" means all current and future worldwide patents and patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), inventions (whether patentable or not), copyrights (including, without limitation, rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names, and all other intellectual

property rights and proprietary right, whether arising under the laws of the Republic of Kenya, or any other country, state or jurisdiction.

(b) "ACL Pre-Existing Technology" means any Technology (defined below) made, conceived, or reduced to practice by ACL or its contractors or agents prior to or independently of this Agreement, and all modifications, enhancements and derivative works thereof, including all Intellectual Property Rights in and to any of the foregoing.

(c) "ACL Work Product" means any Technology made, conceived, or reduced to practice by ACL or its contractors or agents during performance of the Services (but excluding all ACL Pre-Existing Technology), and all modifications, enhancements and derivative works thereof, including all Intellectual Property Rights in and to any of the foregoing.

(d) "Technology" means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including, without limitation, software in object code and source code format), designs, know-how, ideas and information.

6.2 Deliverables.

(a) Rights. Subject to the terms and conditions of this Agreement, ACL grants Client a limited, non-transferable (subject to Section 10.8), non-sublicenseable, nonexclusive right, under ACL's Intellectual Property Rights in the Deliverables (excluding all ACL Commercially-Available Software), to use and reproduce the Deliverables solely for Client's internal business use in conjunction with Client's use of the Commercially-Available Software as authorized by ACL in writing and solely for so long as Client is authorized to use such ACL Commercially-Available Software. Except as expressly granted in this Article, ACL retains all right, title and interest in and to all ACL Pre-Existing Technology, ACL Work Product and Deliverables, including all Intellectual Property Rights therein.

(b) Use Restrictions. Client shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Client shall not remove, alter, cover or obfuscate any patent, copyright, trademark or other proprietary notices, labels or marks of ACL or its licensors on or in the Deliverables, and Client shall reproduce such notices, labels and marks on any copies of the Deliverable that Client make in connection with Client's permitted use of the Deliverables pursuant to Section 7.2(a). Client shall promptly notify ACL of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Client's attention, or which Client reasonably suspects. Client is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

6.3 Client Materials.

Subject to the terms and conditions of this Agreement, Client grants ACL and its contractors and agents a limited, nontransferable (subject to Section 10.8), fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any pre-existing Technology provided by Client to ACL or its contractors or agents in connection with the performance of the Services under this Agreement as necessary or useful to perform the Services. Except as expressly set forth in this Article 7, Client retains all right, title and interest in and to any client materials, including all Client pre-existing Intellectual Property Rights.

7 PAYMENT TERMS

7.1 Payment summary:

Modules	Amount (Kshs)
ACL standard Platform	300,000
Training and Other Services	TBD
ILF Total	100,000
Discount	100%
ILF Total	0

The ILF (0 KSH) shall be paid upon receipt of the invoice in accordance with the following payment milestones:

Monthly License Fee (MLF)	12,000
MLF effective date	October 1 2015

7.2 All payments in accordance with Article 6.1 shall be made to ACL on the account indicated by ACL.

7.3 The Parties acknowledge and agree that all amounts payable by the Client under this Contract are quoted at net value, exclusive of any taxes and/or levies, which shall be borne by the client. If the Client is required by law for whatever reason to make any deductions from payments to ACL, the Client shall pay such additional amounts to ACL as may be necessary to ensure that the actual payment received by ACL after the said deductions (and after payment of any additional taxes due as a consequence of such additional amount) shall equal the payment that would have been payable to ACL if such deductions had not been required.

8 TERMINATION

8.1 Termination for default: The Client, may without prejudice to any other remedy for breach of Contract, by notice of default sent to ACL, may terminate the Contract in whole or in part:

- (i) If ACL fails to deliver any or all of the software within the period specified in the Contract,
- (ii) If ACL, in the judgment of The Client has engaged in corrupt or fraudulent practices;
- (iii) If ACL fails to perform any other obligation under the Contract.

8.2 Notwithstanding any other provision of this Agreement, ACL may, in its sole discretion, suspend Services and the delivery of a Deliverables if:

- I. Client materially breaches any of its obligations under this Agreement including, without limitation, failure by Client to pay any amount under this Agreement within thirty (30) days after the date of Company's invoice therefore;
- II. Company determines that Client may be unable to make any scheduled or expected payment. Any such suspension by ACL:

8.3 Will not constitute termination of this Agreement or any Service Specs (and Client will continue to be bound by its obligations under this Agreement);

- 8.4 Will be deemed to modify the Target Date outward to the same extent as the period of delayed payment, performance or other material breach, without penalty to ACL
- 8.5 Will entitle ACL to reimbursement by Client for any and all costs and expenses incurred by ACL in connection with any such suspension
- 8.6 May be cancelled or revoked at ACL's sole discretion. Without limiting the foregoing, any such suspension will be considered a delay caused by the client. The Client may at any time terminate the Contract by giving notice to ACL if it becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to ACL, provided that such termination will not prejudice or affect any right of action or remedy that has been accrued or will accrue thereafter to the client.
- 8.7 The client may terminate this contract during the first 3 months of service without any penalty. Thereafter a 6-month notice is required prior to service cancellation.

9 CONFIDENTIAL INFORMATION

- 9.1 Marketing Reference: ACL may, without the prior written consent of the client, disclose the identity of the Client as its customer, or refer to Client in literature, promotional material, brochures, or sales presentations as long as statements are true, general in nature, and not damaging to the Client including, without limitation to the foregoing, details of the services provided hereunder or the products provided under the EULA.

- 9.2 **Confidentiality Obligations:** During the term of this Agreement, either Party may receive or have access to technical information, as well as information about Deliverables, intellectual property rights, product plans and strategies, business and financial information, customers, personal data and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information"). In the event such information is disclosed, the Parties shall agree not to disclose and receive such information in confidence.

Neither Party shall disclose nor permit disclosure of any Confidential Information or material supplied by the other Party. Confidential Information may be used by the receiving party only with respect to performance of its obligations under this Agreement, and only by those employees of the receiving party who have a need to know such information for the purpose related to this Agreement. The receiving party shall protect the Confidential Information of the disclosing party by using the same degree of care (but no less than a reasonable degree of care) to prevent any unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of a similar nature.

This duty of confidentiality shall survive the termination or expiry of this Agreement. Upon termination, each Party is required to return to the other Party all documents or other property belonging to the disclosing party, which may be in its possession or under its control, relating in any way to the affairs of the disclosing party.

ACL may only disclose the client's confidential information to the team members directly involved in the Project and who need to know the information and shall ensure that such team members are aware of and shall comply with the obligations under this section.

ACL undertakes that each Consultant shall, before he/she is granted access to client's data, be instructed on the secrecy rules by ACL, which the Client shall provide beforehand.

- 9.3 Exceptions to Obligations of Confidentiality

The foregoing obligation shall not apply to any information which is: (i) already known by the receiving party prior to disclosure; (ii) publicly available through no fault of the receiving party; (iii) rightfully received from a third party without a duty of confidentiality; (iv) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (v) independently developed by the receiving party prior to or independent of the disclosure; (vi) disclosed under operation of law (demanded by the state authorities, auditors, etc.); or (vii) disclosed by the receiving party with the disclosing party's prior written approval.

10 LIABILITY

- 10.1 Limited Warranty. With respect to each Deliverable, Company warrants to Client that, for a period of 90 calendar days after the date of delivery of such Deliverable to Client ("Deliverable Warranty Period"), such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement Of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this Section, Client will notify Company in writing and Company will as described in section 3, at its sole option and expense:
- I. Replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this Section;
 - II. If Company determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Client the Fees paid by Client associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Company; (ii) software, hardware or interfacing not provided or specified in the applicable Statement Of Work by Company; (iii) abuse, misuse or improper installation; or (iv) a change to Client's computing environment that would affect the specific Deliverable. THE FOREGOING PROVISIONS OF THIS SECTION 8.1 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMPANY, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY IN THIS SECTION
- 10.2 EXCEPT FOR ANY BREACH, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, REVENUE OR PROFITS, HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE NET AMOUNT COMPANY HAS ACTUALLY RECEIVED FROM CLIENT UNDER THE STATEMENT OF WORK APPLICABLE TO SUCH CLAIM.
- 10.3 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8.1, COMPANY DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONNECTION WITH THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE DELIVERABLES OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE DELIVERABLES WILL BE CORRECTED.
- 10.4 **Compliance with Law.** You are solely responsible for ensuring that your use of the system complies with applicable law, including laws relating to the maintenance of the privacy, security, and confidentiality of patient and other health information. You will not grant any user, including members of your Authorized Workforce, any rights to access or use of our Services that they would not be

allowed to have under applicable laws. We offer no assurance that your use of the Services under the terms of this Agreement will not violate any law or regulation applicable to you. Except as otherwise provided in this Agreement, we will keep Your Information private and will not share it with third parties, unless we believe in good faith that disclosure of Your Information is necessary to (i) comply with a court order, warrant or other legal process, (ii) protect the rights, property or safety of others, (iii) investigate or enforce suspected breaches of this Agreement, or (iv) allow our third-party partners to comply with their obligations under federal or state law.

- 10.5 The client will implement and maintain appropriate administrative, physical and technical safeguards to protect information within the solution. Such safeguards shall comply with all local requirements, including the Privacy Rule and the Security Rule (see Eula at all times. You will maintain appropriate security with regard to all personnel, systems, and administrative processes used by you or members of your Workforce to transmit, store and process electronic health information.
- 10.6 You will immediately notify us of any breach or suspected breach of the security of the Services of which are offered by the company as soon as you become aware, or any unauthorized use or disclosure of information within or obtained from solution, and you will take such action to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the solution as we may direct, and will cooperate with us in investigating and mitigating the same.
- 10.7 **User Identification:** We authorize you and your Authorized Workforce to use the Credentials uniquely assigned to, or selected by, each such individual User. You acquire no ownership rights in any such Credentials, and such Credentials may be revoked or changed at any time in the discretion of the company.
- 10.8 Provider of Record. The client will adopt and maintain reasonable and appropriate security precautions for your Credentials to prevent their disclosure to or use by unauthorized persons. Each member of your Authorized Workforce shall have and use a unique identifier. You will ensure that no member of your Workforce uses Credentials assigned to another Workforce member.
- 10.9 **No Third-Party Access.** Except as required by law, you will not permit any third party (other than persons who satisfy the definition of Authorized Workforce and meet the requirements set above) to use or access the solution without our prior written agreement. Nor will you authorize or assist any person or entity in accessing, or attempting to access, any portion of the solution via any means other than a commercial browser (such as Internet Explorer, Mozilla Firefox or Chrome) or a mobile app that we have authored and provided to you. You will promptly notify us of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the solution. You will cooperate fully with us in connection with any such demand. You will also notify us in the event that any person or entity, whether or not a member of your Authorized Workforce, (a) attempts to access the Services by any means other than a commercial browser, (b) claims to offer a service or solution that "integrates with" our Services or (c) requests to use your Credentials or requests that you obtain Credentials in order to access to the Services in a manner that would violate this Agreement if you engaged in such activity.
- 10.10 **Your Workforce.** You may permit your Authorized Workforce to use the solution on your behalf, subject to the terms of this Agreement. You will:
 - I. Require each member of your Authorized Workforce to have unique Credentials, and will provide the legal name(s) of each such member for which you are seeking Credentials.
 - II. Train all members of your Authorized Workforce in the requirements of this Agreement and the Policies and Procedures relating to their access to and use of the Services, and ensure that they comply with such requirements.
 - III. Take appropriate disciplinary action against any member of your Workforce who violates the terms of this Agreement or the Policies and Procedures;
 - IV. Ensure that only the person to whom a specific set of Credentials have been assigned accesses the Services with such Credentials; and
 - V. Immediately notify us of the termination of employment of any member of your Authorized Workforce, or of your withdrawal of authorization for any such person to access the Services.

11 GENERAL PROVISIONS

- 11.1 **Independent Contractors.** The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 11.2 **Assignment:** Neither this Contract nor any right or obligation hereunder or interest herein may be assigned, transferred or otherwise delegated without the express prior written consent of both parties.
- 11.3 **Amendments:** Changes, amendments and supplements to this Contract, must be made in writing and signed by both Parties.
- 11.4 **Severability:** If any provision of this Contract is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Contract to the fullest extent possible. In any event, all other provisions of this Contract shall remain valid and enforceable to the fullest extent possible.
- 11.5 **Entire Agreement:** This Contract contains the entire agreement between the Parties relating to the subject matter of this Contract and supersedes all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, whether oral or written, with respect to such subject matter.
- 11.6 **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- 11.7 In case of discrepancy between the provisions of this Contract and the EULA, the provisions of this Contract shall prevail.
- 11.8 **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the Republic of Kenya, without regard to conflict of laws principles. The United Nations Convention on the Sale of Goods will not be applicable to this Agreement or any of the transactions contemplated by the Agreement.
- 11.9 **Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.
- 11.10 **Construction.** If there is a conflict between any term in the body of this Agreement and any term of the applicable Statement Of Work, the term in the body of this Agreement will prevail with respect to such conflict. This Agreement and any instrument referred to herein or executed and delivered in connection herewith, will not be construed against any party as the principal drafts person hereof or thereof. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party herein does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.
- 11.11 **Notices.** Any notice, other than a Change Order, required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person, (b) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement, or (c) via email. Notices will be considered to have been given

at the time of actual delivery in person, four (4) business days after deposit in the mail as set forth above, or upon receipt of email confirmation. Either party may change its address for notice by notice to the other party given in accordance with this Section.

- 11.12 **Subcontractors.** Company may, in its sole discretion, use third party contractors to fulfill its obligations under this Agreement. Any third party engaged to fulfill the obligations under this Agreement are implicitly bound by this Agreement.
- 11.13 **Independent Development.** Nothing in this Agreement (including, without limitation, the receipt of information under this Agreement) shall: (a) limit Company's development, marketing or distribution of software or other technology involving any functionality or ideas, whether similar to those disclosed by Client or otherwise; (b) limit Company from undertaking similar efforts or discussions with third parties who may compete with Client; or (c) create obligations binding in any way on Company limiting or restricting the assignments, activities, or training of employees or contractors of Company.
- 11.14 **Non-Solicitation.** A client acknowledge and agrees that the employees of ACL who perform the Services are a valuable asset to the Company and are very difficult to replace. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, Client shall not solicit, whether directly or indirectly, the employment of any Company employees without the prior written consent of Company. If Client violates this Section 10.3, the parties agree that Client shall pay to Company the sum of five million Kenya Shillings (KES 5,000,000) as liquidated damages. The parties further agree that precise monetary damages for Client's violation of this Section 10.3 would be difficult to ascertain and Company would incur that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that.
- 11.15 **Export Control.** Client agrees not to export, or re-export, or cause to be re-exported, any Company materials or portion thereof, to any country which, under the laws Kenya, Client is or might be prohibited from exporting its technology.